

*INSURANCE POLICY CONDITIONS from May 13, 2019 until repealed*

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**TRAVEL INSURANCE EUB2019-01U1**

*The Company belongs to the Generali Group, which is listed in the Insurance Groups Register by IVASS under registration number 26.*

**PART I TABLE OF BENEFITS**

Product types (marked with the respective letter):	Insurance Product and Protection Level				
	Protection Level 1	Protection Level 2	Protection Level 3	Protection Level 4	Protection Level 5
<b>K</b> - Klasszikus (Classic) Products	TOP EXTRA	TOP	NÍVÓ	-	-
<b>T</b> - Tengerpart (Seaside) Products	TENGERPART EXTRA	TENGERPART TOP	TENGERPART NÍVÓ	-	-
<b>R</b> - Repülős (Air Travel) Products	AIR & CRUISE EXTRA	AIR & CRUISE TOP	AIR NÍVÓ	-	-
<b>S</b> - Télisport (Winter Sports) Products	SÍ-EXTRA	SÍ-PROFI	SÍ-SZTÁR	-	-
<b>J</b> – Junior Products	-	-	-	EURO 30	WORLD 30
<b>F</b> - Products covering Physical Work	-	-	MESTER MESTER EEK ÉVES BÉRLET	-	PRAKTIKUM 30
<b>A) Emergency Medical Assistance and Insurance (indemnity coverage)</b>	<b>Sums insured (HUF, unless otherwise indicated)</b> <b>Benefits marked with a letter are only paid out under the product marked with the same letter</b> Benefits not marked with any letter are paid out under all products of the respective protection level.				
Medical and rescue costs – total:	<b>150 000 000</b>	<b>75 000 000</b>	<b>30 000 000</b>	<b>5 000 000</b>	<b>50 000 000</b>
Including:					
– ambulance helicopter rescue	20 000 000	10 000 000	5 000 000	2 500 000	5 000 000
– mountain and water rescue	10 000 000	5 000 000	2 500 000	1 500 000	1 500 000
– patient transport by ambulance	10 000 000	5 000 000	2 500 000	1 500 000	1 500 000
– hyperbaric oxygen therapy	<b>(T) (R) 10 000 000</b>	<b>(T) (R) 4 000 000</b>	<b>(T) (R) 2 000 000</b>	-	-
– helicopter rescue to an overland medical facility					
– emergency dental treatment	<b>(R) 10 000 000</b>	<b>(R) 5 000 000</b>	-	-	-
– hospitalization daily allowance for the insured if hospital costs are recovered under EHIC or any other insurance plan (HUF / hospitalization night)	€ 500	€ 400	€ 300	€ 200	€ 200
– costs arising out of a sudden deterioration of well-managed chronic conditions (in EHIC countries, only costs which are not otherwise covered under a valid European Health Insurance Card)	25 000	15 000	10 000	10 000	10 000
	10 000 000	5 000 000	Under the Mester EEK product: - 2 500 000	-	-

Arrangement of repatriation, reimbursement of additional costs	no limit	no limit	no limit	no limit	no limit
Emergency medical assistance services:	24-hour assistance in Hungarian				
Arrangement of the repatriation of the deceased and associated expenses	no limit	no limit	no limit	no limit	no limit
<b>B) Additional Travel Assistance (indemnity coverage)</b>					
Rescheduling the trip home due to illness or accident – accommodation costs for the Insured (up to 7 nights) – accommodation costs for a travel companion (up to 7 nights) – additional travel expenses due to the travel companion's return home together with the Insured:	€ 500 € 500 500 000	€ 300 € 300 200 000	€ 150 € 150 100 000	-	€ 200 € 200 200 000
Accommodation costs of a travel companion during the insured's hospitalization (up to 7 nights)	€ 500	€ 300	€ 150	-	€ 200
Patient visit: – additional travel expenses – total accommodation costs (up to 7 nights)	1 000 000 € 500	400 000 € 300	200 000 € 150	200 000 € 150	400 000 € 200
Repatriation of a child (including reasonably incurred accommodation costs up to EUR 100/person/night)	1 000 000	400 000	200 000	200 000	
Curtailement due to a relative's illness or death in the home country	500 000	200 000	100 000	-	200 000
Translation services in the event of illness, accident or vehicle breakdown	30 000	15 000	-	-	-
Search and rescue due to weather conditions (with deductibles of 10% but minimum € 100)	<b>(T)(R)(S)</b> 2 000 000	<b>(T)(R)(S)</b> 1 000 000	<b>(T)(S)</b> 500 000	-	-
Forwarding financial aid	800 000	200 000	100 000	-	-
Information in the event travel documents are lost	Service	Service	Service	Service	Service
Home protection – trip curtailment benefit	500 000	200 000	100 000	-	-
Medical advice on the phone in Hungarian	24-hour service	24-hour service	24-hour service	24-hour service	24-hour service
Assistance with trip continuance or return home if the ship cruise is interrupted due to overland medical treatment	<b>(R)</b> 500 000	<b>(R)</b> 200 000	-	-	-
Refund of the price of the ski pass in the event of the insured's illness or accident	(S) 100 000	(S) 50 000	(S) 15 000	-	-
Information on roadside assistance companies	Service	Service	Service	-	-
Driver service in the event of the insured's illness or accident	300 000	100 000	50 000	-	-
Pet Insurance in the event of an accident	30 000	15 000	-	-	-
<b>C) Accident Insurance (fixed sum coverage)</b>					
Accidental death coverage	4 000 000	3 000 000	1 500 000 <b>(S)</b> additional 500 000	-	-
Air Crash Coverage (in addition to the accidental death benefit)	<b>(R)</b> 4 000 000	<b>(R)</b> 3 000 000	<b>(R)</b> 500 000	-	-
Accidental permanent physical impairment coverage (disability to an extent of 100%)	8 000 000	3 000 000	1 500 000	-	-
Hospitalization with daily allowance (accidents) (HUF / hospitalization night)	2 000	1 000	-	-	-
<b>D) Baggage Insurance (indemnity coverage)</b>					

<b>Total of benefits payable in relation to unlawful appropriation, traffic accidents, vehicle fire, damage by natural forces, and severe personal injuries, of which:</b>	<b>500 000</b>	<b>300 000</b>	<b>200 000</b>	<b>150 000</b>	<b>200 000</b>
– coverage of mobile telephones and portable computers - total	300 000	100 000	50 000	-	-
– replacement costs of travel documents	no limit	15 000	5 000	5 000	5 000
– costs associated with getting a copy of the police report, as well as foreign travel and administration costs associated with the replacement of travel documents at a consulate	50 000	25 000	10 000	-	-
– replacement costs of bank cards	20 000	10 000	5 000		
<b>Confirmed loss of or damage to baggage while handled by a cruise line or airline, including:</b>	<b>(R) 500 000</b>	<b>(R) 350 000</b>	<b>(R)(F) 225 000</b>	<b>50 000</b>	<b>50 000</b>
- coverage for portable computers and camera, if they cannot be taken on board pursuant to legislation	(R) 100 000	(R) 50 000	(R) 25 000	-	-
- repair or replacement of damaged baggage	(R) 50 000	(R) 25 000	(R) 10 000	-	-
<b>General Limits:</b>					
<b>– single article limit</b>	<b>100 000</b>	<b>80 000</b>	<b>50 000</b>	<b>25 000</b>	<b>25 000</b>
<b>– baggage limit</b>	<b>250 000</b>	<b>150 000</b>	<b>70 000</b>	<b>50 000</b>	<b>50 000</b>
– total winter sports equipment coverage	<b>(S) 400 000</b>	<b>(S) 300 000</b>	<b>(S) 150 000</b>	-	-
- sports equipment coverage total (the coverage may apply to different sports equipment under each product in accordance with Part D) of the Special Conditions)	<b>(T) (R) 250 000</b>	<b>(T) (R) 150 000</b>	<b>(T) (R) 100 000</b>	-	-
- work equipment coverage total	-	-	<b>(F) 100 000</b>	-	<b>(F) 100 000</b>
- musical instrument coverage total	100 000	80 000	50 000	-	-
<b>E) Baggage Delayed (on outward trip) (indemnity coverage)</b>					
– baggage delayed for 6-12 hours	<b>(R) 10 000</b>	-	-	-	-
– baggage delayed for more than 12 but less than 24 hours	<b>(R) 40 000</b>	<b>(R) 10 000</b>	-	-	-
– baggage delayed for more than 24 hours	<b>(R) 80 000</b>	<b>(R) 50 000</b>	<b>(R) 10 000</b>	-	-
<b>F) Flight Delay Abroad and on the Return Home (over 4 hours) (indemnity coverage)</b>					
Flight delay – abroad	<b>(R) 40 000</b>	<b>(R) 20 000</b>	-	-	-
Flight delay – return home	<b>(R) 20 000</b>	<b>(R) 5 000</b>	-	-	-
<b>G) Air Assistance – recovery of damages from airlines (indemnity coverage)</b>					
- administration costs associated with the recovery of damages from airlines	(R) EUR 150	(R) EUR 150	(R) EUR 150	-	-
<b>H) Additional Expenses arising out of Trip Continuation after Missing a Scheduled Air, Water or Land Public Transport Service (indemnity coverage)</b>					
- additional costs arising out of travel and accommodation	<b>(R) 150 000</b>	<b>(R) 50 000</b>	-	-	-
<b>I) Liability insurance and legal expenses (indemnity coverage)</b>					

Reimbursement of costs associated with property damage arising out of personal injuries and associated medical expenses, reimbursement of the costs of legal proceedings and attorney's fee	8 000 000	2 000 000	500 000	500 000	2 000 000
– with the exception of winter sports products, where altogether	<b>(S)</b> 9 000 000	<b>(S)</b> 5 000 000	<b>(S)</b> 2 500 000	-	
– of which: professional liability coverage	-	-	-	-	<b>(F)</b> 1 000 000
<b>J) Hotel and Camp Site Liability Coverage (indemnity coverage)</b>		-	-		
– recovery of damages (with 10% deductibles)	100 000 <b>(T) (R) (S)</b> additional 100 000	<b>(T) (R)(S)</b> 80 000	<b>(T)(R)(S)</b> 40 000	-	-

Auto Extra Add-on Benefits and Covered Services	Auto Extra Motor Vehicle Roadside Assistance
<b>K) Motor Vehicle Roadside Assistance (indemnity coverage)</b>	<b>Sums insured (HUF, unless otherwise indicated)</b>
Towing to the repair facility (up to 100 kms)	no limit
On-site assistance	€ 250
Vehicle storage	€ 100
Communication with the repair facility (Important! Repair costs are not included in the coverage.)	Service
Transport home by roadside assistance company - Within the geographical limit of Croatia and Slovenia Deductible to be borne by the customer - motorcycle and vehicles with a MAM over 2.5 tonnes: - other insured vehicles:	500 000 no limit 50 000 25 000
Benefits related to the passengers of the vehicle (jointly for all passengers): arrangements for vehicle passengers' trip continuation, reimbursement of accommodation costs, return trip for vehicle repaired, reimbursement of additional travel expenses, rented car provision	€ 1 000 Including the following, per person insured travelling in the vehicle, up to € 250
Telephone and fax costs	15 000

Sport Extra Add-on Benefits and Covered Services (HUF)	TOP EXTRA	TOP	NÍVÓ
<b>A) Emergency Medical Assistance and Insurance (indemnity coverage)</b>	<b>Sums Insured (HUF)</b>		
Hyperbaric oxygen therapy abroad	10 000 000	4 000 000	2 000 000
Hyperbaric oxygen therapy in the home country	500 000	300 000	200 000
<b>B) Additional Travel Assistance (indemnity coverage)</b>			
Search and rescue expenses	2 000 000	1 000 000	500 000
<b>D) Baggage Insurance (indemnity coverage)</b>			
- of which: sports equipment coverage	200 000	150 000	100 000
<b>Competitive sport coverage in accordance with Clause IV./I.3.1.1.(3)(a)</b>	Service	Service	Service
<b>Medical treatment in the home country, in accordance with IV./II. A) Clause 3</b>	Service	Service	Service

Baggage Extra Add-on Benefits and Covered Services (HUF)	Baggage Extra
<b>L) Baggage Extra – Baggage Add-on Coverage</b>	
- sum insured	the amount stated on the confirmation of coverage, but maximum 500 000
- rate of deductible	20%

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### Part III TERMS AND DEFINITIONS

**(1) Accident:** a sudden, one-time, external physical and/or chemical impact occurring during the period of insurance, independently of the will of the Insured, which results in anatomical injury confirmed by a specialist – in respect of Pet Insurance by a veterinary physician – and requires acute, targeted medical procedure.

**Accident does not include:** meningoencephalitis and/or encephalitis developed as a consequence of poliomyelitis or tick bites rabies, tetanus infection, any infection transmitted by humans, or animals or other living organisms even when developed as a result of an accidental physical cause, congelation, hypothermia, sunstroke, overstrain caused by lifting, and heat apoplexy, occupational disease (harm), sprains or strains, not resulting in any new injury as evidenced to anatomical structures and not requiring open surgery in their acute phase, disc herniation, and other diseases with herniation, where anatomic changes in direct causality with the current accident cannot be confirmed on the basis of the medical documentation available. In respect of the **Pet Insurance** coverage **poisoning does not qualify as an accident.**

- (2) Insured event:** events, specifically listed in the special conditions and causally linked to a future cause relative to the commencement of the insurance coverage, which occur during the coverage period and upon the occurrence of which the Insurance Company shall pay the benefits.
- (3) Period of Insurance:** the period specified on the confirmation of coverage and which corresponds to the policy period.
- (4) Sum insured:** the upper limit (threshold) of the benefit payout by the insurance company upon the occurrence of an insured event.
- (5) Insurance policy:** the confirmation of coverage as well as the policy conditions referred to therein, jointly.
- (6) Property damage:** damage to or loss of a property item or if it becomes unusable.
- (7) EEK:** (12) European Health Insurance Card.
- (8) EEK Countries:** countries where health care may be received by holders of an EEK (EHIC) Card pursuant to current legislations.
- (9) EUB-Assistance:** the Insurance Company's assistance partner engaged in the performance of contractual obligations arising out of this insurance policy is Europ Assistance Magyarország Kft. (1134 Budapest, Dévai u. 26-28.), who operates a 24-hour assistance direct line. (Tel.: +361 465 3666).
- (10) Natural disaster:** lightning, storm, hailstorm, rock-fall, stone-fall, avalanche, landslide, rainstorm, flood, earthquake, the occurrence of which must be documented by the competent professional authorities on the spot.
- (11) Annual Multi Trip:** Insurance policy where the period of insurance is one year from the date specified as the commencement of insurance coverage in the confirmation of coverage, and within such period the coverage shall commence at the time of starting a given trip abroad and shall last until completion thereof or for a period of up to 30 days, or - only in respect of the Air Nívó Éves Bérlet insurance product - for 15 days. The insurance also covers **winter sports** if pursued by recreational athletes— other than at competitions.
- (12) Physical work:** Work requiring considerable physical exertion and/or involving an accident hazard - e.g. by reason of the location or circumstances of work - which exceeds the risks of intellectual office work. Driving a bus or a truck under 3.5 tons of gross vehicle weight shall not be deemed as physical work (while loading or unloading a vehicle does qualify as physical work).
- (13) Cruise line:** a company lawfully selling cruise services in a package (hereinafter: ship cruise) including the provision of hospitality (hotel), catering and entertainment services on a ship, with a passenger capacity of at least 100 persons, operated by the company.
- (14) Official medical documentation:** a medical document issued by a physician who is licensed to practice medicine at the place where the insured event has occurred, which contains the diagnosis, the date and detailed description of the medical treatment, findings of any test performed (including descriptions of imaging tests), as well as a clear specification of the treating medical facilities and physicians.
- (15) Portable computers:** for the purposes of this insurance policy, portable computers shall include netbooks, notebooks, laptops, tablets, e-book readers, and portable (not built-in) navigation devices (GPS).
- (16) Exclusion:** the insurance company excludes certain events, specifically listed in the policy conditions, from the insurance coverage and as such these events are not insured events, so no insurance benefit is paid on them.
- (17) Hospital:** medical facilities providing in-patient care recognized and licensed by the competent authorities and professional supervision operating in the country where the medical care is provided, and which operate under permanent medical attendance and control. For the purposes of this insurance the term hospital shall not include sanatoriums, rehabilitation centers, thermal or hydro mineral establishments, alcohol and drug detoxification institutions, even if hospitalized in-patient care is provided, and hospital departments providing the above services on condition that the Insured receives services in line with the specialization of such department. A person receives **in-patient hospital care** if such person is hospitalized at least overnight. Hospitalized in-patient care shall commence on the first day of hospital care and shall last until the last day thereof.
- (18) Confirmation of coverage:** a confirmation of coverage in any form made available by the Insurance Company to the Policyholder, which includes the essential content of the policy, in particular the data of the contracting parties, the coverage period and geographical limit of the insurance, the insurance premium and the insurance conditions applied.
- (19) Road traffic accident:** An accident suffered by the Insured, recorded by the police department competent at the location of occurrence, as a consequence of the motion or stop of a vehicle, provided that the Insured was involved in the accident as a pedestrian, or the driver of or a passenger in a vehicle.
- Traffic accident does not include:
- (a) pedestrian accidents in which no moving vehicles were involved,
  - (b) vehicle passenger accidents, where the accident did not occur as a consequence of the motion or stop of the vehicle or of another vehicle.

**(20) Additional travel expenses:** unplanned transportation or travel costs incurred in relation with the insured event, which may be the price of maximum 10l/km of fuel in respect of motor vehicles and road use charge, and/or the usual cost or fares of public transport.

In case of a return trip home from abroad, the Insurance Company shall only undertake to reimburse additional travel expenses if the Insured's travel home could have been feasible, as evidenced, within the policy period, and it was only made impossible because of the occurrence of the insured event.

**(21) Foreign country or abroad:** the territory of all countries other than the home country and Hungary. For the purposes of this insurance policy, the territory of a foreign representation shall not be deemed as the territory of the state represented, but it shall be deemed as the territory of the country where it is geographically located.

**(22) Trip abroad:** a trip departing from the territory of the country of residence, where the destination is obviously the territory of a foreign country, and which is finished by a return trip home to the territory of the country of residence.

**(23) Residence:** the Insured person's registered permanent home address or – where it is not obligatory to have one's permanent address registered under existing legislation – the address where the Insured permanently lives.

**(24) Air crash:** if the Insured passenger is on board of an airplane involved in scheduled passenger transport, having the authority licences for such operations, and such airplane crashes or performs an emergency landing after taking off.

**(25) Online insurance sales system:** electronic sales applications used or approved by the Insurance Company, suitable for concluding insurance policies. An insurance policy concluded by using an online contracting system is a written contract, in respect of which the Insurance Company shall issue a confirmation of coverage and shall make it available to the Policyholder together with the insurance terms and conditions applicable to such policy.

**(26) Terms and definitions related to medical care:**

**(a) Physician:** any medical doctor holding a degree of Doctor of Medicine (MD) which documents a mastery of a medical specialization required for the specific medical treatment, and who holds all licenses officially issued by the competent authority and/or professional board required for exercising the specific type of medical care at the place of treatment, and is listed in the national registry of physicians. For the purposes of the insurance conditions, the Insured, or the person whose medical conditions trigger the occurrence of the insured event, or their relative, or a person living in the same household with them, shall not qualify as a physician, even if they comply with the requirements set out in the foregoing. **Medical treatment** shall be verifiably documented medical care provided by a licensed physician.

**(b) Emergency medical services (EMS):** emergency medical treatment – or in respect of Pet Insurance, emergency veterinary care – (together with the necessary diagnostic tests) which cannot be delayed according to the general rules of the medical profession, which is required for any one of the following reasons:

- (i) the absence of immediate medical attention would probably endanger the life or health of the person or pet, or may cause permanent and irreversible damage to their health,
- (ii) the symptoms of the illness (loss of consciousness, hemorrhage, acute infections, high body temperature, vomiting, etc.) justify immediate medical attention,
- (iii) severe damage to health during the covered period requires immediate medical attention,
- (iiii) immediate medical attention is required due to an unforeseen accident during the covered period,

**(c) Regular medical checkup:** any form of standard medical examination prescribed according to best medical practice in relation to a condition diagnosed earlier which is not the result of a deterioration of the condition and for the purpose of providing urgent or immediate medical care, but for checking and controlling the patient's status.

**(d) Well-managed chronic condition:** For the purposes of these conditions, well-managed chronic illness may be any of **the following diseases or conditions, with the exception of tumors**, which exists at the time when the coverage takes effect, **provided that all the following conditions are jointly met:**

- (i) **no complication or adverse reaction has developed** in connection with the given disease or condition,
- (ii) the Insured **has been regularly seeing a doctor** about the known disease or condition since its diagnosis, and **has attended the scheduled medical check-ups**,
- (iii) **in the year before** the coverage took effect, **no medical treatment was required** in connection with the illness (e.g.: new therapy, modified treatment plan) **other than the regular medical check-ups**,
- (iiii) **in the one year before** the commencement of the coverage, the Insured experienced **no symptoms or complaints in connection with the illness or condition** which **would have required further tests or treatments** according to the best medical practice,
- (iii) **the Insured is not travelling against medical advice.**

**Diseases:**

- diabetes
- hypertension
- chronic heart disease without heart failure
- endocrine disorders without hormone imbalance
- chronic renal conditions not requiring dialysis
- reflux disease
- prostate diseases without urine blockage.

**(27) Terms and definitions related to sports activities:**

**(a) Auto-motor sports:**

- the use of motorized vehicles (e.g. motorcycle or automobile) off public pavement surface roads or on racing circuits,
- the participation in any car- or motorcycle racing including preparations and trainings (whether as a competitor, organizer or assistance staff)
- the use of any vehicle which is not licensed for public traffic,
- the use of crossmotors or trial motorcycles,
- the participation in any form of organized adventure travel whether motorcycle touring or driving adventure tours outside geographical Europe (adventure tours shall include any publicly announced motorcycle or automobile tour with the objective to reach geographic destinations specified by the organizers).

**(b) Hazardous or extreme sports - sport activities excluded from the insurance coverage:** auto-motor sports, free diving or scuba diving, rock climbing, mountaineering, indoor climbing, expedition activities of any nature, caving, hunting, white water rafting and rafting, snow shoe trekking, sea kayaking, riverboarding (hydrospeed), rides on banana boats, air chairs or other inflatable boats towed by a speedboat, flyboarding, jet skiing, waterskiing, wakeboarding, kite surfing, surfing, windsurfing, sailing, springboard diving, mountain biking, downhill mountain biking, motorbiking or bicycling over 3 500 meter over sea level, mountain scootering, mountain boarding, trials of BMX biking, off track skiing or snowboarding, ski jumping, ice-hockey, (three or four-wheeled) quad biking, bungee jumping, canyoning, zip lining, parachuting and paragliding of any kind, BASE jumping, hang gliding, snowmobiling, combat sports, obstacle races (Spartan race), traveling on a free-flying aviation aircraft (whether as crew or passenger), traveling on a powered aircraft (whether as crew or passenger) except when traveling on a scheduled flight or a flight shown in the timetable, operated by a licensed airline in compliance with regulations on passenger transport, or on scheduled charter flights or on sightseeing flights, horse riding, winter sports, any water sports outside 1km area from the coast, participation in any endurance events including races with ultra distances or organized under extreme conditions, and practising any other sports activities which involve considerable accident hazards.

The Insurance Company's liability shall only apply to certain hazardous sports under Tengerpart (Seaside) or Télisport (Winter Sports) Products subject to and in accordance with Clauses (27) (h), (i) and (j), provided that a Sport Extra Add-on is taken out.

**(c) Sightseeing flight:** a flight of no longer than 2 hours in a light aircraft, a helicopter or a hot air balloon, organized and offered to tourists by a service provider duly licensed to pursue the activity concerned according to local regulations, within the framework of a program organized by the travel agency with the objective to show the sights of a smaller area, and in which the Insured person participates as a passenger under a valid contract concluded with the operator in return for the payment of a fee.

**(d) Mountaineering:** includes hiking on mountains if the Insured goes off the recognized and authorized tourist routes, or where the route is over glaciers, or where road conditions require the use of special equipment (e.g.: rope protection, crampons, ice axes etc.). For the purposes of these policy conditions, mountaineering also includes hiking on "Klettersteig" (or "via Ferrata") type routes, or similar routes made accessible by installing artificial aids and protection, and above the altitude of 3 500 meters above sea level, irrespective of the type of the route. If any of the criteria set out above applies to **any section of a route**, then **climbing other sections of such route shall also be deemed as mountaineering**.

**(e) Expedition activity** means any travel with inherent risks higher than average travel risks, whether based on the location or the nature of the activity, in particular travelling outside the 100km radius of any populated area or public road which is suitable for automobile traffic at the time of the trip, with the exception of travelling in a ship or sailboat operated by a cruise line.

**(f) Recreational athlete:** a person engaged in sports activities as a non-competing athlete.

**(g) Competing athlete:** a person who participates in competitions (e.g.: championships, matches) in the particular sport during the coverage period or participated in such competitions within two years of the commencement of the insurance coverage, or who is a registered athlete at a sports association. **Competitive sport** means sports activities pursued by competing athletes.

**(h) Winter sports:** skiing, snowboarding, sledding, ice skating, on marked runs, paths (piste), rinks or in a fun park, as well as snowmobiling, snowrafting.



**(i) Seaside sports (only when NOT pursued as competitive sports):** free diving or scuba diving to a depth of 40 metres, rides on banana boats or on other inflatable boats towed by a speedboat, waterskiing, wakeboarding, jet skiing, hiking with a (three or four-wheeled) quad or any off-road vehicle or kart racing within the framework of organized tourist or recreational programs – under a service contract against a service fee – in which participants use the vehicles owned by the organizing company, parasailing over water (when attached to a speedboat), sailing in the whole area of the Mediterranean Sea and on coastal waters of other areas up to 20 sea miles from the coast, as well as the following sports on coastal waters up to 1 km from the coast: kitesurfing, surfing, windsurfing, sea kayaking. **Single-handed (solo) sailing shall not be considered a seaside sport.**

**(j) Sport Extra – sports:** hazardous or extreme sport activities which the insurance coverage applies to, in consideration of the timely payment of the Sport Extra add-on surcharge, in accordance with points (j) 1-3 – depending on the geographical region:

(j)/1.a in **geographical Europe**, with the exception of post-soviet states, the insurance coverage applies to: rock climbing, mountaineering, indoor climbing, rafting, snow shoe trekking, white water rafting, canyoning, riverboarding (hydrospeed), mountain biking (except downhill), trials of BMX biking,

(j)/2.a in the whole area of the **Mediterranean Sea**: sailing (with the exception of single-handed sailing).

(j)/3.a **subject to the geographical limit of the insurance**, the insurance coverage everywhere applies to: free diving or scuba diving to a depth of 40 metres, jet skiing, waterskiing, wake boarding, paragliding/parasailing over water when attached to a speedboat, banana boats and other inflatable boats towed by a speedboat, hunting, zip lining, hiking with a (three or four-wheeled) quad or any off-road vehicle or kart racing within the framework of organized tourist or recreational, not competitive, programs – under a service contract against a service fee – in which participants use the vehicles owned by the organizing company, sailing – with the exception of single-handed sailing – on coastal waters (up to 20 sea miles from the coast), horse riding and carriage driving, winter sports (in fun parks, as well), karate, judo, wrestling, kempo, taekwondo, capoeira, kendo, aikido, and the following sports on coastal waters up to 1 km from the coast: kitesurfing, surfing, windsurfing, sea kayaking and flyboarding obstacle races and runs (Spartan race), racing bicycling or motorcycling on public roads over 3500 meter over sea level, and – only in respect of registered athletes of the particular sport – sports activities pursued at trainings or competitions organized by the sports association or the club: fencing (in the disciplines of the foil, the épée, and the sabre) and diving.

**(28) Multiple damage:** Multiple damage shall be regarded as a single insured event. For the purposes of this policy, multiple damage shall be the term used for several liability obligations arising from the same injurious behavior or conduct of the Insured, provided that the reason (Insured's conduct) and the causes are related.

**(29) Table of Benefits (see Part I):** sets out the maximum sums insured (limits) applicable to insurance benefits and covered services under each product.

**(30) Benefit type:** a group of services indicated by capital letters in Part I. Table of Benefits and in Part IV./II. Special Conditions. (e.g.: A) Emergency Medical Assistance and Insurance).

**(31) Terrorist activities:** unlawful acts involving violence or the threat of violence which endanger human life, tangible or intangible assets or the infrastructure, in support of political, religious, ideological, ethnic purposes or which are intended to influence any government or to create fear and terror in the whole or a part of society, or which are suitable for the above.

**(32) Travel companion:** A natural person travelling with the Insured, who travels to and from the very same destination at the very same time when the Insured does, and their accommodation is at the same location.

#### IV. GENERAL AND SPECIAL CONDITIONS

Except when otherwise specifically agreed by parties, these general insurance terms and conditions (hereinafter: general conditions) together with the special terms and conditions (hereinafter: special conditions) shall be applicable to all insurance policies (hereinafter: insurance policy) concluded with Európai Utazási Biztosító Zártkörűen Működő Részvénytársaság (a company belonging to the Generali Group, listed in the Insurance Groups Register, registered seat: H-1132 Budapest, Váci út 36-38.; hereinafter: Insurance Company) with reference to these general and special conditions.

All matters not regulated by these general conditions or the special conditions, will be governed by the provisions of Act V of 2013 on the Civil Code and the provisions of other effective Hungarian legislation.

The Customer Information of Európai Utazási Biztosító Zrt. will also be an integral part of the insurance policy.

**This insurance policy qualifies as a consumer contract.**

The purpose of this insurance policy is to offer coverage against unexpected events which may occur during the Insured's trip, in accordance with the provisions set out in the policy conditions.

For the avoidance of doubt, this insurance is **not designed to offer full scale medical (health insurance) coverage for the Insured's longer stays abroad.**

#### PART IV/I GENERAL CONDITIONS

### 1. PARTIES TO THE INSURANCE POLICY, CONCLUSION OF THE INSURANCE

**1.1 Insurance Company is Európai Utazási Biztosító Zrt** which provides coverage, in consideration of the payment of insurance premium, for the insured risk and undertakes the obligation to deliver insurance services (pay out insurance benefits) as set forth in the Special Conditions.

**1.2. Policyholder** is the party that takes out the insurance policy and pays the insurance premium. If the policyholder and the insured are different persons, the policyholder is required to inform the insured of the insurance policy, of all legal statements he/she is delivered as well as of any modifications of the insurance policy, until an insured event occurs. **The insurance policy may only be taken out validly by a Policyholder who has a registered home address or – if the policyholder is a legal entity – a registered business address in Hungary.**

**1.3. Insured** may be any natural person whose life, health, activities during a trip abroad, travel baggage and motor vehicle are covered under the insurance policy with respect to specific insured events. In respect of the Baggage Insurance benefit payment, if the Policyholder is not a natural person and the baggage is owned by the Policyholder, the Policyholder shall be the Insured under the Baggage Insurance.

#### 1.4. Parties entitled to the insurance benefit

(1) The insurance benefit will be paid to the Insured, or if the Insured dies, to his/her heir. If more than one Insured person is named on a confirmation of coverage, the benefit may only be claimed by the insured who is directly impacted by the insured event, in accordance with the respective legal relationship under this insurance (e.g.: the person who falls ill or is injured in an accident, or the person whose baggage was damaged or lost, etc.)

(2) The insurance benefit of the Accident Insurance will be paid out to the Beneficiary. The beneficiary may be designated by the Policyholder in a written notice addressed and delivered to the insurance company. Unless the policyholder is the insured, the insured's written consent is required for the above. If an insurance policy is concluded without the consent of the insured, the section where the beneficiary is designated shall be null and void. Unless another Beneficiary is designated in the insurance policy, the Beneficiary of all Accident Insurance benefits due in the life of the Insured shall be the Insured himself/herself. If the Insured dies, the Beneficiary shall be the legal heir of the Insured in respect of Accident Insurance benefits, unless a different Beneficiary is designated in the policy, or if the designation of the Beneficiary is repealed or invalid. The insured may withdraw the consent given to conclude the contract in a written notice any time. If the insured died as a consequence of willful conduct of the beneficiary, the insurance benefit shall be paid to the heirs of the insured, and the beneficiary shall not be provided any part of that.

**1.5.** The insurance policy shall be concluded when the Policyholder's application is accepted by the Insurance Company, attested by the confirmation of coverage or the certificate of coverage delivered by the Insurance Company. **Only applications received through the online insurance sales system shall be deemed valid.**

**1.6. This travel insurance policy may only be validly concluded if the Insured's residence** is in a European Union country, or in the European geographic regions of Switzerland, Norway, Iceland, Liechtenstein, Serbia, or the United Kingdom, and **has valid national medical insurance in his/her country of residence**, or he/she is otherwise eligible to covered medical treatment, **and at the time when the insurance policy is concluded, the Insured is staying in his/her country of residence or in Hungary.**

**1.7. If the Insured is staying abroad**, an insurance policy may only be validly concluded if all of the following conditions are jointly met:

(a) at the time when the new policy is concluded the Insured has a **valid insurance policy** with the Insurance Company, which was taken out before the commencement of the foreign trip, and has been uninterruptedly **in force since the first day of the trip**,

(b) the new policy may only be taken out for a **period that is continuous** with that of the precedence policy and is the **same product**,

(c) the **aggregate duration** of the two policies **may not exceed the maximum duration applicable to the particular insured and product** stipulated in the policy conditions of the original policy.

**In a case other than that provided for in the foregoing, the prior written consent of the Insurance Company's customer service office is required** for validly taking out the insurance policy. (E-mail: [ugyfelszolgalat@eub.hu](mailto:ugyfelszolgalat@eub.hu), Tel: 36-1-452-3580, Fax: 36-1-452-3312, H-1132 Budapest, Váci út 36-38..) Request for such authorization must be received by the Insurance Company at least **2 working days prior to the commencement of the insurance** applied for.

**1.8.** Pursuant to Section 6:452 of the Civil Code, the Policyholder is required to disclose any and all material circumstances relevant for undertaking the insurance which the applicant was or should have been aware of at the time when the insurance policy is taken out. The policyholder has complied with their disclosure obligation if they answer all the written questions asked by the insurance company provided that such answers are true and accurate.

The policyholder is required to notify the insurance company of changes in such material conditions in writing.

If the obligation to disclose data and notify changes is infringed, the obligations of insurance company shall not set in, save for the case when it is proved that the concealed or undisclosed circumstance was known to the insurance company at the time when the insurance was taken out, or such circumstance did not contribute to the occurrence of the insured event.

### **1.9. Limitations related to the Insured's age**

- (1) For the purposes of this insurance policy, the age completed as of the first day of the insurance coverage or before shall be applicable.
- (2) **For ages between 70-80 years, the insurance shall cover up to the first 30 days of a given trip abroad, and the insurance premium shall be supplemented by a 100% "overage additional premium".**
- (3) **If the Insured has reached the age 80, the Insurance Company's liability shall be limited to the first 21 days of any one trip abroad. In this case, the insurance company will apply a 250% "over-age additional premium".**
- (4) **'Euro 30' and 'Praktikum 30' and 'World 30' products may only be taken out to cover persons who are 14-30 years of age.**
- (5) **„Mester” and „Mester EEK éves bérlet” may only be taken out to cover persons between 16 and 69 years of age.**

## **2. GEOGRAPHICAL LIMIT OF THE INSURANCE COVERAGE**

**2.1.** The geographical coverage of the insurance policy applies to **the residence and Hungary, as well as the foreign country** specified in the insurance policy (confirmation of coverage), or Europe if not specifically indicated. With the exception of the Mediterranean Sea, the geographical coverage of the insurance only applies to trips on scheduled liners, ferries, or other ship cruises organized by cruise-lines on the open sea and on waters beyond 20 sea miles from the coast.

Only in respect of **road traffic accidents** which occur after the Insured commenced his/her trip abroad, the insurance also covers events **within the territory of the home country and Hungary**, in respect of the following benefits:

- Under Accident Insurance: Accidental Death, Accidental Disability;
- Under Baggage Insurance: benefits undertaken in connection with traffic accidents.

**2.2.** For the purposes of these policy conditions, the following geographical categories will be applied: Worldwide-1 coverage includes Europe, Worldwide-2 coverage includes Europe as well as Worldwide-1.

(1) Geographical areas within **Europe**:

**a)** the following countries **within geographical Europe**: Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Denmark, United Kingdom Estonia, Belarus, Finland, France, Greece, the Netherlands, Croatia, Ireland, Iceland, Kosovo, Poland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain, Switzerland, Sweden, Serbia, Slovakia, Slovenia, Turkey, the Ukraine, Vatican City;

**b) only the following countries and territories outside geographical Europe**: the Canary Islands, Madeira, the Azores, Cyprus, Egypt, Morocco, the Asian territories of Turkey, Tunisia, Israel.

(2) **Worldwide-1: Countries outside the European coverage, except the USA, Canada, Australia and New Zealand and Oceania** (the Pacific Islands). (Note: the entire territory of the Russian Federation is included in the Worldwide 1 category.)

(3) **Worldwide-2: USA, Canada, Greenland, Australia, New Zealand and Oceania (the Pacific Islands).**

(4) **Croatia-Slovenia**: The territory of Croatia and Slovenia, and if the Insured has accommodation booked – or on a return trip – accommodation taken in Croatia or Slovenia, the insurance coverage will also apply to the territory of Serbia and Bosnia and Herzegovina for the period of the outward and backward trip, that is within the first 24 hours of the coverage period or during the last calendar day of the coverage.

**(5) Products only available with a geographical limit:**

- EEK Countries only: Mester EEK éves bérlet
- **Europe only**: Euro 30, Praktikum 30, Sí-Sztár, Sí-Profi, Sí-Extra, Nívó, Mester, Tengerpart Nívó, Air Nívó és Air Nívó Éves Bérlet (Annual Multi Trip)

– Worldwide-2 only: World 30.

**2.3. Premium surcharges applicable to geographical categories**, as a percentage of the premium applicable to Europe: **a) Worldwide-1: 50 % b) Worldwide-2: 100%**

**2.4. The geographical coverage of the Auto Extra Add-on Cover shall only include the territories of following countries within geographical Europe:** Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, France, Greece, the Netherlands, Croatia, Poland, Liechtenstein, Luxembourg, Macedonia, Monaco, Montenegro, Germany, Italy, Romania, San Marino, Switzerland, Serbia, Slovakia, Slovenia, the Transcarpathia region (Zakarpatszkaja oblaszty) of the Ukraine, Vatican.

**2.5. The insurance coverage shall not apply to the territory of countries or regions which are included in the list of target countries and regions for travel not recommended by the Ministry of Foreign Affairs of Hungary issued as of the first day of the insurance coverage or as of the day when the Insured enters the particular country or region.**

**2.6. The geographical area covered under the insurance policy does not include the territory of the Antarctica.**

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **3.1 Obligations of the Policyholder and the Insured**

##### **3.1.1. Payment of the insurance premium**

(1) The insurance premium is received in consideration of the insurance coverage offered by the Insurance Company. This insurance policy may be taken out with a single premium payment. The amount of the premium is set out in the insurance policy, and the Policyholder is required to pay it in full at the time when the insurance policy is concluded. The Policyholder has fulfilled his/her obligation to pay the insurance premium as of the day when the insurance premium is paid to the Insurance Company or its representative (agent) in a verifiable manner.

(2) The Insurance Company may grant a premium discount from the insurance premium as follows: No discount may be used in respect of Junior, Physical Work, or Annual Multi Trip type of products, nor on the Baggage Extra and the Auto Extra Add-ons.

(a) Child Discount – a premium discount of 50%. Such premium discount is available for children below the age of 18 as at the first day of coverage.

(b) 'Family Discount' – available in the form of a discounted premium for two or three children who are under 18 as of the first day of the insurance coverage, and for 2 persons of legal age accompanying the children who are under 70 as of the first day of the insurance coverage. The 'Family Discount' is available for insurance policies taken out on trips abroad for up to 30 consecutive days. The premium may not be divided into premiums per persons.

**c) In respect of the Child Discount and the Family Discount, all Insured Persons under 18 shall be entitled to only 50% of the sums insured except for the benefits under II. "A) Emergency Medical Assistance and Insurance".**

(d) Group Discount – available in the form of a discounted premium for at least 10 persons traveling for the same period and applying for the same insurance product, and the insurance policies may be taken out on foreign trips for up to 30 consecutive days.

(e) Annual Multi Trip: the insurance company applies an insurance premium reduced by a *term discount*; so with regard to the term discount, the term of the annual multi trip product is a fixed one year.

(f) If the geographical coverage applies to Croatia-Slovenia, a premium discount is 10%, on the understanding that this discount be only be applied to the Nívó, Top, Top Extra, Tengerpart Nívó, Tengerpart Top and Tengerpart Extra insurance products, and the related Auto Extra Add-on product.

**Under any one insurance policy, only one type of discount may be applied with respect to the same insured person, which means that discounts may not be compounded, save for the case of the geographical coverage discount offered in respect of Croatia and Slovenia.**

##### **(3) Premium Surcharge and Premiums of Add-ons:**

(a) Sport Extra Premium Surcharge: In respect of Classic and Air Travel products, up to the Insured's 80 years of age if the premium surcharge of the Sport Extra add-on, which corresponds to 50% of the premium currently in effect, is duly paid:

- the insurance also covers the participation in activities classified as **Sport Extra sports (refer to: Terms and Definitions/(27)(i))**,

- the insurance also covers **competitive sport activities**, with the exception of hiking with a quad or any off-road vehicle, cart racing, and hazardous (extreme) sports not included among Sport Extra sports, and shall **pay the following benefits:**

- the insurance company shall be liable for the loss or damage to any type of **sports equipment** up to the limit specified under sports equipment coverage in the Table of Benefits,
  - **covers medical care in the country of residence** pursuant to Section 3 of Chapter II. A),
  - **covers the search and rescue of the insured**, in accordance with Clause 8 of Chapter II. B)
- (b) **premium for the 'Auto Extra' Add-on**: if the premium of the Auto Extra Add-on is paid, the insurance will also cover the services listed in Chapter "K) Motor Vehicle Roadside Assistance – Auto Extra'.
- (c) **premium for the 'Baggage Extra' Add-on**: if the premium of the Baggage Extra Add-on is paid, the insurance will also cover the services listed in Chapter "L) Baggage Extra – Baggage Add-on Coverage".

### 3.1.2. Obligation to notify an Insured Event

**(1) The Insurance Company shall not be liable to pay indemnity, if the Policyholder and/or the Insured fails to notify the insured event to EUB-Assistance or to the Insurance Company within the deadline stated in the insurance policy, or they fail to provide the required information, or they fail to allow for checking the content of the information provided, and as a result material conditions or circumstances necessary for the assessment of the claim may not be revealed.**

(2) Insurance claims related to **benefits or covered services under A) Emergency Medical Assistance and Insurance, and B) Additional Travel Assistance** (with the exception of Chapter B) „Pet Insurance”) shall be notified to the direct line of **EUB-Assistance, which is available around the clock at +36 1 465 3666, as soon as possible but within 24 hours at the latest** (unless there are objective obstacles to the notification). If there are obstacles to the notification, the claim shall be notified promptly after these have been averted so that all material circumstances related to the loss or damage may be revealed.

Within the course of notifying the claim, the Insured is required to:

- promptly disclose all facts and data related to the insured event to EUB-Assistance;
- to prevent or mitigate the loss or damage, as much as possible, and to follow the instructions of EUB-Assistance in doing so.

If the approval or permission of EUB-Assistance or that of the Insurance Company has not been obtained to receiving a service related to or arising out of an insured event, through the fault or omission of the Insured, the Insurance Company shall not be liable to reimburse any additional or excess costs or expenses arising out of it.

(3) With the exception of claims related to insurance benefits/covered services specified in Clause (2), all insured events shall be notified to the Customer Service office of the Insurance Company (H-1132 Budapest, Váci út 36-38., E-mail: karrendezes@eub.hu, tel.: (1) 452-35-80, fax: (1) 452-33-12) within 30 days after the occurrence, accompanied by the documents prescribed in the policy conditions as a requirement for the payment of the benefit (documents may be downloaded and the **online claim form may be completed at [www.eub.hu](http://www.eub.hu)**).

(4) If the statements made by the Policyholder or the Insured to the Insurance Company unreasonably differ from each other or the reasonable or factual justification for such derogation is not evidenced, the Insurance Company shall accept the earlier statement as true and correct.

### 3.1.3. Submitting documents required for benefit payout

(1) When notifying an insurance claim to the Insurance Company, the documents listed herein, as well as other documents set forth in the special conditions – depending on the type of the benefit – must be submitted therewith so that the Insurance Company may assess whether or not the claim is grounded, and may determine the amount of the benefit payout:

- (a) the reference number of the confirmation of coverage, as well as any other certificates of coverage or other document to provide evidence for an insurance policy taken out from another insurance company for the same insurable interest and in force on the day of the insured event,
- (b) a truthfully and accurately completed insurance claim notification form supplied by the Insurance Company and signed by the insured and/or the beneficiary or his/her authorized representative,
- (c) in the case of package holidays, records drawn up by the travel agency on the occurrence and circumstances of the insured event; in case of a trip or vocational practice organized by an educational institution, a certificate issued by the representative of the organizer educational institution to verify that such trip / vocational practice was organized by such institution and the records on the circumstances of the insured event,
- (d) all the travel documents related to the trip abroad (tickets for the entire route /air, coach, train and boat tickets/, boarding cards, refuel invoices, invoices of motorway badges and gate / tunnel use as well as vouchers to evidence payment thereof, in the case of a package holiday, a copy of the travel contract), passport and a copy of the visa, confirmation of booked accommodation, as well as the route description in case of transport home,
- (e) a copy of the Social Security (TAJ) Card, or a certificate issued by the National Health Insurance Administration (OEP) or a similar agency of the valid social insurance coverage, personal ID card and

certificate of residence, (or other document in proof of the home address), driver's licence and vehicle registration card,

- f) in the event of an accident, a copy of the accident & injury report,
- g) in the case of a traffic accident or in an event in connection therewith, a detailed on-site report issued by the competent authorities, and the resolution closing the investigation,
- h) the police or medical report on the blood alcohol level,
- i) if the beneficiary requests a third party to act on his/her behalf with respect to the insurance claim, the original power of attorney executed for that purpose,
- j) vaccination certificate evidencing that the insured has received the compulsory vaccinations prescribed by the national public health and medical officers service,
- k) in case of a claim for benefits relating to hunting, the firearms license,
- l) when the '+1 day' service is used:
  - in the case of a traffic accident, a detailed police report,
  - certification or public announcement by the competent authority on the road closure, airspace closure or prohibition of navigation and the related reasons,
  - in respect of a flight delay or cancellation, the flight ticket issued to the name of the Insured, and certification by the airline concerned on the fact and duration of such delay,
  - in the case of a strike, certification by the business concerned and by the competent authority on the nature and duration of such strike and on the fact that such strike blocked traffic, as evidenced, along the route and at the time specified by the Insured,
  - the Insured shall be required to specify the location of the last place of stay before his/her return home where the return trip home was started from, the planned route of the return trip home, as well as the precise location and date and time of the occurrence,
  - in addition, the Insurance Company may request the invoice of the accommodation used in order to certify the location of stay, and in order to certify the route of travel, the refuel invoices, the road toll invoices of the trip or the valid travel ticket or certification of travel ticket modification.
- m) if the insurance coverage is only provided for a specific program organized and offered under a service contract in return for payment, the contract governing the delivery of the service, as well as the ticket and the receipt evidencing the payment of the fee.

#### **3.1.4. The Insured's obligation to prevent and mitigate damage**

(1) In the conduct of its activities, the Insured is required to exercise all reasonable and usual care which may be expected in the particular circumstances.

(2) When an accident occurs or the symptoms of a disease appear, the Insured shall seek medical help within one (1) day, and shall continue to receive medical treatment until the end of the healing procedure. During the medical treatment the Insured shall cooperate with the Insurance Company while also observing the physician's instructions. In critical conditions the Insured shall use the standard local emergency telephone number to promptly call medical help from the local emergency coordination unit.

(3) The Insured shall be obligated to take health-related preventive measures as prescribed by the National Public Health and Medical Officer Service (ÁNTSZ) in respect of the area of travel, including any required protective vaccination, preventive medication, administered as necessary and at the appropriate time(s) as evidenced. If the Insurance Company so requests, the Insured is obliged to present a copy of the vaccination certificate, a receipt on the redemption of a prescription, or any other document as proof.

(4) The loss prevention and damage control measures prescribed in respect of the particular insurance benefits/services are set forth in the special conditions.

**(5) The insurance shall not cover the costs that may arise during activities which are carried out to prevent loss or damage.**

(6) All fully justified and reasonably incurred costs arising from the mitigation of loss shall be borne by the insurance company up to the sum insured, even if the mitigation was unsuccessful. The policyholder and the insured are required to take all measures necessary to mitigate loss or damage according to the insurance company's requirements and the instructions given consequent upon the occurrence; and in the absence thereof, according to the requirement of conduct generally acceptable in the given situation. The rules of exclusions may also be applied to the mitigation of loss.

## **3.2. Obligations of the Insurance Company**

### **3.2.1. Insurance coverage**

(1) The Insurance Company undertakes to provide insurance coverage in respect of certain insured events in consideration of the payment of the insurance premium.

(2) The insurance coverage will commence on the inception date and will terminate on the maturity date of the policy specified on the confirmation of coverage, on the understanding that the policy term may not be longer than 365 days. The insurance coverage will only take effect if the whole amount of the insurance premium is verifiably paid to the Insurance Company (or its representative or agent) at the time when the insurance policy is concluded.

(3) If the day specified on the confirmation of coverage as the commencement of coverage is the date of premium payment, the insurance coverage shall commence immediately after premium payment only in respect of traffic accidents; in respect of other types of events, it shall commence no earlier than 3 hours after the time of commencement specified in the confirmation of coverage.

(4) In respect of **Euro 30, Praktikum 30 and World 30** products, the minimum period of coverage is 20 days, save for the case when a Euro 30 and Praktikum 30 product is taken out for at least 10 insured persons, in which case, the required minimum coverage period shall be 3 days.

(5) The commencement of the insurance coverage may not be later than the 365<sup>th</sup> day after the conclusion of the insurance policy.

(6) **'+1 day bonus'** (insurance policies taken out for at least 3 days): the insurance coverage shall be extended by one more day compared to original expiration date – but as a maximum until the time of arrival in the territory of the country of residence – if the Insured unexpectedly fails to return home on the original expiration date for any of the reasons below taking place during the last two days of the insurance policy term, and such reasons may be duly evidenced:

- (a) the vehicle which the Insured intends to use to travel home suffers a road accident,
- (b) the route to return home is unexpectedly blocked by way of road closure, airspace closure or prohibition of navigation by the competent authority due to extreme weather conditions or natural disasters,
- (c) the estimated time of arrival is postponed beyond the policy term due to a delay or cancellation of the scheduled flight for the return trip home – whose scheduled time of arrival at the point of destination in the country of residence would otherwise be within the insurance policy term,
- (d) traffic is demonstrably blocked along the route to return home and as a result the return trip home – originally within the coverage period – is postponed beyond the coverage period.

The Insured is only entitled to extend the period of coverage as above if the return trip home was commenced within the coverage period originally specified in the insurance policy, and the return trip home was carried out promptly after the reasons for delay were averted.

### 3.2.2. The Insurance Company's obligation to pay the insurance benefits

(1) The Insurance Company will deliver the insurance benefits or services specified in the special conditions, unless the underlying event is excluded from the insurance coverage. The Insurance Company shall provide benefits as indemnity coverage (by indemnifying the Insured in the manner and to the extent specified in the insurance policy, or by providing other benefits to the Insured), or as fixed sum coverage (by payment of the amount specified in the policy).

(2) The Insurance Company's liability to pay benefits on the insurance products specified in the insurance policy shall be **limited to the total of the amounts set out** in Part I. **Table of Benefits** and in Part IV/II Special Conditions with respect to any one Insured **throughout the whole period of the insurance, irrespective of the number of insured events, with the exception of annual multi trip product, where the Insurance Company's liability to pay the benefits and provide the covered services described in Chapters D), E), F), G), H) and J) shall be limited to maximum 2 insured events, up to the limits stated in the Table of Benefits and in IV./II. Special Conditions in respect of the particular benefit/service.** The Special Conditions may set out additional sums insured, as well.

In respect of a Baggage Insurance benefit claim, the sums insured specified in the Table of Benefits and the special conditions in respect of their own insured properties, shall be jointly applied to the Policyholder, if not a natural person, and the Insured.

**(3) The Insurance Company shall pay insurance benefits arising from any one insured event and on any legal ground up to an aggregate maximum limit of HUF 300 million. This limit applies irrespective of the number of policies affected by the particular event, or of the benefit limits specified for the particular Insureds or insured events under the particular policies.**

(4) The Insurance Company and EUB-Assistance undertake to maintain communication with the Insured or the person acting on behalf of the Insured in Hungarian or in English. In the case of disputes, statements made in Hungarian shall prevail.

(5) If the insured sum applicable to an insurance benefit is specified in EUR, the insurance company will make the payout by means of a wire transfer in EUR. Any such sum insured is undertaken to be remitted in HUF by

post only to an address within Hungary. In case of payment in HUF, the EUR amount shall be converted at the EUR-HUF exchange rate currently determined for the date of payment by the National Bank of Hungary.

**(6) The Insurance Company undertakes to make arrangements for services to the extent that it is allowed and possible under local conditions, and shall not assume liability for any inappropriateness arising from local conditions (e.g.: standard of services), or for delayed performance.**

(7) In respect of indemnity coverage, if the same insurable interest is insured by multiple Insurance Companies independent of each other (multiple coverage), the Insured may file an insurance claim to one or several of such companies. If the Insured files a claim to the Insurance Company, the benefit payment performed by the Insurance Company will be subject to the conditions of this insurance as well as the limits set out in the Table of Benefits, reserving the Insurance Company's right to claim for compensation against other insurers seeking proportionate benefit payout. **When filing an insurance claim, the Insured is required to notify the existence of multiple policies, the enforcement of the claim and any payouts up to date.**

(8) If a claim is made on indemnity coverage, and the insured property is eventually found, the insured is entitled to claim the found item; in such a case, the insured is required to refund the benefit which the insurance company already paid out.

### **3.2.3. Definitions of benefits provided under special insurance products**

**(1) TENERPART (SEASIDE) PRODUCTS (TENERPART NÍVÓ, TENERPART TOP, TENERPART EXTRA):** in respect of the product Tengerpart Nívó, the Insurance Company undertakes to provide benefits included in the Nívó product; in respect of Tengerpart Top, those included in the Top product; and in respect of Tengerpart Extra, those included in the Extra product, as well as to provide the following supplementary benefits:

- (a) The insurance also covers seaside sports (refer to: Terms and Definitions/(27) (i)),
- (b) The insurance also covers the equipment used for diving, surfing, kitesurfing, windsurfing, waterskiing, sea kayaking and fishing, as well as sailing clothes as specified in Chapter IV./II. D) Baggage Insurance,
- (c) "Hotel and Camp Site Liability Coverage" up to the sum insured included in the Table of Benefits,
- (d) "Beach Theft Coverage Plus" as stipulated in Chapter II. D) Baggage Insurance,
- (e) Hyperbaric oxygen therapy abroad, in accordance with the conditions set out in Chapter IV./II. A),
- (f) emergency medical care and hyperbaric oxygen therapy after the insured's return home to Hungary: the Insurance Company undertakes to provide the benefits specified in Clause IV./II. A) 3. with respect to the following branches of sports: diving to a maximum depth of 40 metres, water skiing, single-handed and open sea sailing, jetski.

#### **(2) AIR TRAVEL PRODUCTS:**

**(2) AIR & CRUISE TOP, AIR & CRUISE EXTRA, AIR NÍVÓ:** in respect of the Air & Cruise Top product, the Insurance Company provides benefits included in the Tengerpart Top product; in respect of the Air & Cruise Extra product, those included in the Tengerpart Extra product; in respect of the Air Nívó product, those included in the Tengerpart Nívó product, and undertakes to deliver the following benefits subject to the conditions set out in Chapters IV./II. A), D), E), F), G) and H):

- baggage insurance covering the loss of or damage to baggage while handled by an airline or a cruise line (baggage damage and delayed baggage),
- flight delay abroad and on the return home (except under Air Nívó),
- missed flight due to a road traffic accident or a delay of land public transportation (except under Air Nívó),
- air crash coverage,
- Air Assistance Service
- the insurance also covers recreational – non-competitive – hunting,
- in respect of a ship cruise organized by a cruise-line, helicopter rescue to an overland medical facility (except under Air Nívó),
- assistance with trip continuance or return home if the boat ride is interrupted due to medical treatment on land (except under Air Nívó),

Only under Air & Cruise Top and Air & Cruise Extra annual multi trip policies, the insurance coverage also applies to driving and loading a truck.

**(3) PRAKTIKUM 30:** the Insurance Company undertakes to provide benefits included in the 'World 30' product, and also provides coverage for **physical work** performed in the framework of **vocational practice verifiably organized by an educational institution**, and in accordance with the terms and conditions set out in Chapter IV./II. I) Liability Insurance and Legal Expenses, this coverage also applies to work performed during vocational practice.

**(4) MESTER:** the Insurance Company shall provide benefits included in the 'Nívó' product; nevertheless the insurance also covers events related to the **physical work** (e.g.: driving a truck or a bus) performed by the Insured person, **except for the following activities:**



- work performed higher than 10 m above ground level or underground,
- work performed on board any aircraft,
- work performed in relation to any nuclear energy and / or highly toxic substances,
- activities associated with acrobatism, strongmen's feats, and wild beast care or control,
- security, law enforcement, fire and disaster management or military tasks as well as any activities accompanied with the use or possession of weapons,
- work performed in connection with the extraction of and search for raw materials,
- work performed outside the 200 km area of any residential areas.

**(5) WINTER SPORTS PRODUCTS (SÍ-SZTÁR, SÍ-PROFI, SÍ-EXTRA):** the insurance **also covers winter sports activities other than at competitions (including fun parks)**. The Insurance Company undertakes to provide the benefits of the **Nívó product** under **Sí-Sztár Insurance**, the **benefits of the Top product** under **Sí-Profi Insurance**, and the **benefits of the Top Extra product** under **Sí-Extra Insurance**, while also providing the following supplementary benefits, up to the limits specified in the Table of Benefits and as provided for in the applicable chapter of II. Special Conditions:

- (a) the insurance also covers winter sports equipment,
- (b) reimbursement of the price of a ski pass not used because of an accident or an illness involving hospitalization,
- (c) liability insurance benefits in respect of personal injuries caused to third parties during winter sports.

**(6) AIR NÍVÓ ANNUAL MULTI TRIP:** An Annual Multi Trip type of travel insurance product, in respect of which:

- (a) insurance coverage is provided within the period of insurance, for up to 15 days from the start of a given trip abroad,
- (b) the insurance does not cover the following events if they occur in relation to driving trucks – with a MAM (maximum authorised mass) of over 3.5 tons – and buses, or loading and unloading trucks.

**(7) AUTO EXTRA:** an add-on insurance product offering motor vehicle roadside assistance; it may only be added to a validly concluded travel insurance policy taken out on the particular person(s). A detailed description of the insurance benefits and covered services is set out in the Table of Benefits and in Chapter IV./II. K) of these policy conditions.

**(8) MESTER EEK ANNUAL MULTI TRIP INSURANCE:** An Annual Multi Trip type of insurance product available for persons between the ages of 16 and 69, which also provides coverage for physical work within the meaning set out in the **Mester** product (refer to Clause (4)). The insurance **coverage will only be provided if the Insured has a valid European Health Insurance Card (EHIC or EEK) issued to the Insured's name, throughout the whole duration of the insured period**. In respect of benefit payment under the 'Nívó' product, the **insurance only covers costs which are not otherwise reimbursed under the EEK**.

**The Insured is required to present a valid EHIC issued to his/her name to the service provider in the event when rescue or medical services are provided, and to receive services to the debit of the EHIC when such services are partly or wholly covered under the EHIC. The Insurance Company shall not be obliged to cover loss or damage if the Insured fails to meet this obligation.**

The insurance coverage is provided for a **maximum of 60 days from the start of a given trip abroad** within the period of insurance. **The geographical coverage of the product only applies to EEK countries.**

### 3.2.4. Due date of the insurance benefit

(1) The Insurance Company will process the filed insurance claim and will make a benefit payout if the claim is grounded, or send written notification of the refusal of the claim with reasons, **within fifteen (15) workdays upon receipt of all the documents necessary for the assessment of the claim**.

(2) **If the documents required by the Insurance Company are not submitted or are incomplete despite the Insurance Company's reminder, the Insurance Company may refuse the claim or may assess it on the basis of the documents available.**

### 3.2.5. Benefit and liability limitations

(1) When a **Child discount or a Family discount** is used, the sums insured stated in the Table of Benefits and in the special conditions in respect of Insured parties below 18 years of age will be reduced by 50%, with the exception of the sums insured applicable to Medical Assistance and Insurance.

(2) **Benefits without a maximum limit as well as those subject to "I) Liability Insurance and Legal expenses may be claimed by the Insured only for one insured event within the period of insurance.**

(3) **The insurance does not cover any loss or damage caused by a third party (e.g.: hospital, car repair facility, authority, court) which is independent of the Insurance Company, EUB Assistance or any other agent acting on their behalf, in connection with the insured event.**

#### **4. CASES WHEN THE INSURANCE COMPANY IS RELIEVED FROM BENEFIT PAYMENT**

**4.1. The Insurance Company shall be relieved of its obligation to provide insurance benefits if the Insurance Company proves that the insured event was caused unlawfully, by deliberate conduct or in gross negligence:**

- (1) by the Policyholder, or by the Insured, or any relatives thereof living in the same household with them, by any company member authorized for business management, or by any of their executive officers, or employees holding an executive position,**
- (2) by the Policyholder or the Insured failing to comply with their obligation to prevent and/or mitigate loss and damage.**

**4.2. Cases of gross negligence shall include the following in particular:**

- (1) the Insured's addiction or overdose of medications, alcohol or drugs,**
- (2) the Insured's alcohol intoxication at the time when the event occurred, or if the Insured was under the influence of drugs or other stupefying agents, or pharmaceuticals, save for the case of medication provided that it is administered as prescribed by the treating physician. Solely where the official report of the event or the medical documentation states the results of the blood alcohol test administered no later than within one hour after the insured event as well as the fact of the alcohol intoxication, the intoxication level, for the purposes of these policy conditions, shall be 0.5‰ of blood alcohol content (BAC).**
- (3) the Insured has committed at least two traffic offenses violating the traffic regulations effective in the particular country at the time of the occurrence of a traffic accident,**
- (4) driving a motor vehicle which did not have a valid certificate of registration, or driving a motor vehicle which the Insured did not have a valid driving licence for,**
- (5) events which have occurred in relation to the Insured's participation in any sports activities without using necessary protective equipment or without complying with the generally accepted rules applicable to the specific sports activity,**
- (6) events which have occurred in relation to the Insured's failure to comply with the rules prescribed in respect of the activity he/she participated in, by the authorities with competence at the place of the activity or by the operator of the given facilities or by a service provider in the service contract; and in the case of work, his/her failure to observe the rules of the profession and the health and safety requirements prescribed in respect of the job concerned.**

**4.3. In case of 'C) Accident Insurance', the Insurance Company shall be relieved from benefit payment if the Insured's death was caused by the willful conduct of a party entitled to such benefit.**

#### **5. EXCLUSIONS**

**5.1. The insurance does not cover events caused in whole or in part by: mental abnormality, ionizing radiation, nuclear energy, war, combat operations, hostile actions of foreign forces, civil disorders, coup d'état or attempted coup d'état, riots, civil war, revolution, rebellion, demonstrations, processions, labor acts, terrorist acts (except in respect of the benefit specified in Clause IV./II. A) 2.7), work misbehavior, border conflicts, insurrection, the Insured's suicide or attempted suicide, withdrawal of medicine, alcohol or drugs, or the Insured's alcohol intoxication.**

**5.2. Furthermore, the insurance does not cover events which occur during participation in any of the following activities, or events which are in part or in whole caused by participation in any of these activities:**

- (1) sports activities pursued in any branch of sports where the Insured is qualified as a registered competing athlete (except as in the conditions of Sport Extra Add-on),**
- (2) physical work,**
- (3) use of any weapon, except for hunting in the case of the Sports Extra Add-on or Air Travel products, provided that the hunting weapon is used legally under Hungarian legal regulations,**
- (4) practicing hazardous sports, except when Winter Sports, Seaside or Air Travel insurance or any annual multi trip policy is taken out, and the premium surcharge on the 'Sport Extra' Add-on is paid,**

**5.3. The insurance does not cover:**

- (1) consequential losses,**
- (2) non-material damage, compensation, or legal consequences of the infringement of personality rights under the laws of the country where the event took place,**
- (3) costs incurred as a result of the late performance of obligations arising from this insurance policy by the Policyholder or the Insured,**
- (4) costs arising from implementing loss prevention measures.**

**5.4. In respect of certain benefit types, the Insurance Company may apply further exclusions which are set out in the special conditions.**

## **6. TERMINATION OF THE POLICY AND THE INSURANCE COVERAGE, REFUNDING THE PREMIUM**

**6.1.** The insurance policy, and at the same time the insurance coverage will terminate in the following cases:

- (1) at the maturity date specified in the insurance policy,
- (2) if the Insured dies,
- (3) if the Policyholder cancels the insurance policy with immediate effect, as at the beginning of the period in respect of which the Insurance Company will refund the premium.

**6.2.** The Policyholder is entitled to cancel the insurance policy with immediate effect in the form a **premium refund claim**, in accordance with the following:

**6.2.1** The Insurance Company agrees to refund the total amount of the insurance premium, if the Policyholder files a written claim for a premium refund to the business unit of the Insurance Company or of its agent from which the insurance has been taken out, no later than on the day before the commencement of the insurance coverage, and it can be definitely established that the insurance policy has been concluded.

**6.2.2** For a partial premium refund, all of the following conditions shall be met:

– the Policyholder files a written claim for a premium refund to the business unit of the Insurance Company or of its agent where the insurance policy has been taken out before the expiry of the insurance coverage,

– the Insured (parties) submit(s) a written statement that no insured event has occurred during the term of the insurance policy and that they do not intend to submit a claim for benefits pursuant to the insurance policy concerned, and it can be definitely established that the insurance policy has been concluded.

(1) When a partial premium refund is applied for, the **amount reimbursed** by the Insurance Company shall be the **pro-rata insurance premium** due from the day following the date of submission of the claim for premium refund to the policy expiry date, **unless the insurance premium is uniformly applicable to a particular timespan. In such a case, the insurance company will refund the premium applicable for the whole period ending as at the date of submitting a claim for premium refund and reduced by the timespan premium valid as at the date of the submission. The following timespans are applied to the particular products:**

<b>Insurance Product</b>	<b>Timespan</b>	<b>Daily Premium</b>
Air Travel Products	Day 1-3	From day 4 (in addition to the timespan premium)
Euro 30, Praktikum 30, World 30	Day 1-20	From day 21 (in addition to the timespan premium)

<b>Insurance Product</b>	<b>Timespan</b>				
Auto Extra	Day 1-3	Day 4-5	Day 6-10	Day 11-17	Day 18-31

(2) In respect of Annual Multi Trip products no term discount may be paid on periods shorter than one (1) year, so the refundable premium (not taking the term discount into account) will be determined as described below:

– Refundable premium on Air & Cruise Top and Extra Annual Multi Trip products: the insurance company will determine the insurance premium on the basis of individual daily premium used for the number of calendar days of the period elapsed until the date when a premium refund claim is submitted in respect of the particular product – and valid as of the date when the policy is taken out – calculated by World 2 surcharge (hereinafter: premium used up). The insurance company will refund the difference between the total premium and the premium used up.

– Refundable premium on the Auto Extra Annual Multi Trip product: the premium amount remaining from the total insurance premium calculated for every day of the period lapsed until the date when the premium refund claim is submitted, after deducting an amount corresponding to 1% of the annual premium.

– Refundable premium on the Air Nívó Annual Multi Trip product: the premium amount remaining from the total insurance premium calculated for every day of the period lapsed until the date when the premium refund claim is submitted, after deducting an amount corresponding to 5% of the annual premium.

– Refundable premium on the Mester EHIC Annual Multi Trip product: the premium amount remaining from the total insurance premium calculated for every day of the period lapsed until the date when the premium refund claim is submitted, after deducting an amount corresponding to 2% of the annual premium.

6.2.3. The Insurance Company undertakes to refund the insurance premium in the case described in Clause IV./I.2.5, if it can be proved that the Insured spent at least one calendar day during the insured period in a territory which the insurance coverage does not apply to. The refund of the insurance premium may only be claimed if there is official written evidence in proof of the place and duration of such stay. The amount of the refund is determined on a pro rata temporis basis, taking account of the proportion of the days of the verified stay and the total number of days, save for the cases described in Clause 6.2.2. (2), where the refund for each day shall be calculated in the manner described therein.

## 7. PERIOD OF LIMITATION

**(1) The limitation period of claims arising under this policy shall be 2 (two) years.**

**(2)** The limitation period will commence at the following points in time:

- (a) if an insured event is not notified to the insurance company, then at the time when the insured event occurred,
- (b) if an insured event is notified to the insurance company, then on the day following the 15th workday after the date when the last document was received by the insurance company,
- (c) if an insured event is notified to the Insurance Company and if the documents or information required by the Insurance Company are not submitted or disclosed, on the day following the deadline of the document submission or information provision set out by the Insurance Company, or in the absence of such a deadline, on the day following the 30th day of the issue date of the written communication served for that purpose.
- (d) in other cases, at the date when the claim falls due.

## 8. DEROGATIONS FROM THE PROVISIONS OF THE CIVIL CODE

(1) In the cases described in Clause 3.2.5 (2)-(3), the insurance only covers the number of insured events specified there; and as such, this provision derogates from Section 6:439 (1) of the Civil Code.

(2) If an insurance policy where the insurance premium is determined in respect of a timespan, is cancelled after the commencement of the coverage, the Insurance Company will refund the premium in accordance with Clause 6.2.2 instead of refund the pro rata temporis part of the premium; as such, this provision derogates from Section 6:448 (2) of the Civil Code.

**(3) Pursuant to Clause 7 (1), the limitation period applicable to claims arising out of or in relation to the insurance policy will be two (2) years; as such, this provision derogates from the standard provision set out in Section 6:22 (1) in the Civil Code.**

(4) With respect to IV./II. I) Liability Insurance and Legal Expenses and J) Hotel and Camp Site Liability Coverage:

- the insurance does not cover the compensation payments and
- costs of procedures - including, in particular, legal representation fees, duties, expert fees - and interest amounts shall be paid by the Insurance Company within the scope of the sum insured and up to the amount thereof,

which provision derogates from Subsections (1) and (3) of Section 6:470 of the Civil Code.

## IV./II. SPECIAL CONDITIONS

### A) EMERGENCY MEDICAL ASSISTANCE AND INSURANCE

#### 1. Insured Event

**(1) The illness or accident of the Insured abroad during the policy period, as a result of which there is a medical reason for the Insured to receive emergency medical treatment abroad, as well as the Insured's death in relation to the above.**

**(2) Any accident during diving shall only be deemed as an insured event if the Insured had a diver's qualification officially recognized by the international association of this sport (Confédération Mondiale des Activités Subaquatiques - CMAS) or by the Hungarian Divers Federation at the time of diving, or participated at a training course recognized by such organizations in order to obtain a diver's qualification, and the health impairment associated with diving activities occurred within 24 hours of such diving and the Insured promptly saw a doctor in connection therewith.**

#### 2. Benefits and Services offered under Emergency Medical Assistance and Insurance

## 2.1. Reimbursement of medical and rescue costs

### (1) Reimbursement of the costs of **emergency medical treatment abroad and associated rescue:**

- (a) medical treatment as well as medicine and diagnostic tests prescribed by the physician and/or crutches, knee- and elbow fixators, compression stockings purchased on medical prescription,
- (b) patient transport to a physician or hospital in an ambulance car, as well as mountain, water and helicopter rescue, if required, or rescue services provided by a fire department, only in respect of rescuing a person,
- (c) **in-patient hospital treatment, up to a total of 30 days** during the insured period, irrespective of the number of insured events,
- (d) emergency prenatal or obstetrics care **prior to the 24th week of gestation,**
- (e) **emergency dental treatment:** temporary treatment for the immediate relief of pain, and not accident-related oral surgery together with the medication purchased on a prescription,
- (f) accident-related oral surgery treatment,

(g) **Hospitalization with daily allowance (up to 30 days in any one insured period):** for the period of in-patient care abroad in respect of which **the Insured waives in writing the claims for benefits regarding the costs of in-patient care either in full or in part, at least in respect of costs in excess of the deductibles payable upon the presentation of a valid EHIC.** The **benefit payout shall be the amount of the daily allowance** multiplied by the number of nights spent in hospital. If – pursuant to the conditions of the particular product or under a specific agreement set out in the policy – the insurance would, by definition, only cover hospital costs which may not be reimbursed under the EHIC (or other insurance), the Insured shall not be eligible to this service.

(2) If emergency medical care is required to treat an unexpected deterioration of a **well-managed chronic condition (within the meaning of Clause (26)(d) of the Terms and Definitions)**, the indemnity payable by the Insurance Company shall be subject to a **special sub-limit defined** for such cases in particular, as stated in the Table of Benefits, and shall be applicable **only to such costs which may not otherwise be recovered under a valid EHIC in EHIC countries**. In such a case, the Insurance Company shall not pay a daily allowance for the period of hospitalization.

The Insured is only entitled to receive the insurance benefit if the illness concerned **is included in the illnesses specified in Definitions (26)/(d), and the Insured's treating physician certifies the following in writing:**

- **no adverse reaction has developed** in connection with the given disease,
- the Insured **has been regularly seeing a doctor** about the known disease since its diagnosis, and **has attended the scheduled medical check-ups,**
- **in the year before** the coverage took effect, **no medical treatment was required** in connection with the illness (e.g.: new therapy, modified treatment plan) **other than the regular medical check-ups,**
- **the Insured is not travelling against medical advice, based on his/her medical conditions.**

A further precondition for benefit payment is that the Insured shall fully comply with the medical instructions specified in connection with the illness concerned (e.g. by taking the medicines according to the frequency and dosage prescribed, and observing any regimen-related restrictions).

**Benefit payments shall not cover medication costs** (except for costs invoiced by a hospital as part of in-patient care during hospitalization), **costs of therapeutic appliances, and the costs of any care or treatment necessitated during medical care which already formed part of the treatment prior to urgency care.**

(3) The Insurance Company shall cover only such costs which are reasonable and common within primary health care – without a choice of physicians – at the place of supply of services, subject to the standard health care prices applied at the place of supply of services.

(4) **The Insurance Company shall be entitled to arrange that a commenced medical treatment be continued in another medical facility selected by the Insurance Company, provided that such arrangements do not jeopardize the medical condition of the Insured.**

(5) The Insurance Company reserves the right to cover the costs of medical treatments received abroad only up to a point of time when the medical condition of the Insured is suitable for his/her repatriation or return to the country of his/her residence (home country).

**(6) The Insurance Company shall not reimburse any extra costs incurred if it is the Insured's decision or unwillingness to cooperate that hinders the Insurance Company in repatriating the Insured to the territory of the country of his/her residence although it would have been medically possible.**

## 2.2. Arrangement of repatriation, and the reimbursement of additional costs incurred

(1) The Insurance Company shall arrange the Insured's repatriation or return journey to the country of his/her residence and reimburse the associated additional travel costs as well as the costs of related patient transport in an ambulance or by air, or – if the Insured is medically allowed to use the public transportation or travel in an automobile – the Insurance Company will **reimburse** the additional travel expenses as well as the fees of justified medical escort:

(a) if the Insured receives continuous emergency medical services abroad, but his/her foreign treating physician and the medical expert acting on behalf of the Insurance Company jointly determines that the Insured's medical conditions make his/her repatriation to the country of his/her residence possible, and the Insurance Company decides to repatriate the Insured,

(b) if the Insured no longer receives emergency medical treatment, but in the professional opinion of the treating physician the Insured is not suitable for returning home in the originally planned way and at the original date as a result of the insured event. The Insurance Company is not obliged to arrange for the Insured's repatriation at a date earlier than the original return date.

(2) The date and method of the repatriation or return journey shall be decided by the Insurance Company after preliminary consultations with the treating physician and the medical institution.

(3) Within the country of the Insured's residence, the Insured will be transported to either a medical facility where treatment is continued or to the home address of the Insured.

(4) The insurance does not reimburse the costs of the repatriation if the Insured's return trip was not originally planned to be within the coverage period.

**(5) If the approval or permission of EUB-Assistance or that of the Insurance Company has not been obtained to receiving a service related to or arising out of an insured event, through the fault or omission of the Insured, the Insurance Company shall not be liable to reimburse any additional or excess costs or expenses arising out of it.**

### **2.3. Emergency medical assistance services**

(1) The Insurance Company shall, if so requested by the Insured, make all efforts possible under the local infrastructure and healthcare conditions to send a physician to the Insured's place of stay as soon as practicable, or it shall send the Insured to a physician at a given address or arrange further emergency medical treatment for the Insured, and - if it is allowed by the service provider - reimburse the costs directly to the medical service provider.

**The Insurance Company shall not make arrangements for dental care and does not undertake to make direct payments to dental service providers.**

(2) Throughout the emergency medical treatment, the Insurance Company shall maintain continuous contact with the treating physician and the medical institution, and shall inform a person named by the Insured about the condition of the Insured on a daily basis by phone.

### **2.4. Reimbursement of other expenses incurred due to an accident or illness**

The Insurance Company shall cover the following costs incurred abroad as a result of an insured event **up to an aggregate limit of HUF 50 000:**

(1) costs of travel to the physician or hospital, if by automobile, public transport or, in medically reasonable cases, by taxi,

(2) telephone and fax costs incurred as a result of an insured event, up to the following limits depending on the location of the event: HUF 15 000 in Europe, HUF 25 000 outside Europe.

### **2.5. Arrangement of repatriation of the deceased and associated expenses**

(1) If the Insured dies abroad as a result of an insured event, the Insurance Company shall arrange that the body of the deceased person is repatriated to the country of his/her residence, and shall pay the associated costs.

The insurance covers, furthermore, the invoiced additional costs of transporting the travel baggage of the deceased person, up to a total of HUF 150 000 (from the insured's last place of stay to location set by the person authorized to receive the luggage in the country of residence). The insurance coverage applies to the transportation costs of maximum 2 pieces of baggage of average size, with a maximum weight of 32 kg. The Insurance Company shall organize the transportation, and shall not be liable for the loss of or damage to the baggage.

**(2) The Insurance Company shall not reimburse the costs of the transportation of a deceased person home if the repatriation is not organized or arranged for by EUB-Assistance.**

### **2.6. Air & Cruise Top and Air & Cruise Extra products – Ambulance helicopter transport to a medical facility**

If the Insured requires prompt in-patient hospital attendance in connection with an event specified in Clause A)

1. in the course of a ship cruise which cannot be arranged on board of the ship, and the Insured can be transported to an overland medical facility only by a rescue helicopter, the Insurance Company shall make

arrangements and pay the expenses for the Insured's ambulance helicopter transport to an inland medical facility.

### 2.7. Benefits in the event of terrorist attacks

If the Insured is injured in a terrorist attack, the insurance will cover the **associated medical and rescue costs** in accordance with Clause A) 2.1, as well as the costs of **the repatriation of the Insured** if it is medically required in relation to his/her injuries, **or the repatriation of remains** in accordance with Clauses A) 2.2 and A) 2.5 up to the sums insured specified for the particular insurance product. The insurance does not pay out of the Insured is staying in a given territory despite the express prohibition communicated by local authorities.

**The insurance company shall not be liable for loss or damage arising out of any act of terrorism using biological or chemical agents.**

## 3. If a surcharge is paid on the Sport Extra Add-on, continuing medical treatment in the home country

### 3.1. Insured event

If an insured event under A) 1. occurs as a result of an accident suffered in the course of practicing any of the **recreational sports activities below**, and in connection therewith **the Insured requires continued medical treatment even after his/her return to the territory of his/her country of residence, but pursuant to effective legislation, the Insured's statutory health insurance does not cover the treatment because of the nature of the sport activity, or – only in the event of a diving accident – it does not cover the hyperbaric chamber treatment:** waterskiing, jet skiing, whitewater rafting and rafting, mountaineering and rock-climbing on routes graded 5 or higher, indoor climbing, single-handed and open sea sailing, scuba diving to the depth of 40 metres. In case of hyperbaric oxygen therapy required in connection with diving, emergency medical care (e.g.: hyperbaric oxygen therapy) made necessary after the return to the home country shall also be deemed as an insured event, provided that the conditions in Clause A)1. (3) are met.

### 3.2. Insurance benefits

(1) The insurance covers the costs of the **medical treatment and patient transport** received in the country of residence **within a maximum of six months following the occurrence of an insured event**. In the event of a diving accident, the insurance covers the costs of the hyperbaric chamber treatment; in respect of other sports, the insurance covers the substitution of medical treatments generally covered under statutory health insurance.

#### (2) Table of Benefits

Insurance Product:	Top Extra	Top	Nívó
Benefit Limits (HUF)	500 000	300 000	200 000

**The Insurance Company shall be liable to pay the insurance benefits only if all the conditions set out in Clauses IV./II. A) 2.1.(2)-(6) are met.**

### 3.3. Limitations of Benefit Payment

The Insurance Company shall not cover the costs of dental treatment, except for the costs of dental surgery and the costs of tooth replacement as required to restore chewing ability up to a benefit limit of HUF 50 000.

## 4. The documents required for the payment of benefits on “A) Emergency Medical Assistance and Insurance (in addition to the documents listed in Clause 3.1.3 of IV./I. General Conditions):

- (1) a copy of all medical documents, hospital discharge summary, and sick leave certificate produced in connection with the insured event from the time of occurrence thereof until the filing of the insurance claim,
- (b) all documents produced in relation to the treatment of any managed chronic condition; in other cases former medical documents related to the health of the Insured if specifically requested by the Insurance Company,
- (3) in the case of benefits related to well-managed chronic conditions, a medical opinion issued by the attending physician within one week prior to the trip, as specified in Clause 2.1.(3),
- (4) original invoices on the costs incurred (e.g.: medical treatment received abroad, medications, telephone, accommodation costs etc.) made out to the name of the Insured, as well as the receipts evidencing the payment,
- (5) when the person is taken to a medical facility or doctor's office in an automobile, a copy of the vehicle registration card and a receipt in proof of the purchased petrol,
- (6) attending physician's statements produced in connection with the loss occurrence in the country of residence after return home, as requested by the Insurance Company,
- (7) rescue report,
- (8) a copy of the EHIC or a an EHIC supplement document issued by the National Health Insurance Fund,

(9) in case of a diving accident: diving records, as well as the official document accepted by Confédération Mondiale des Activités Subaquatiques or by the Hungarian Divers Federation to certify diver's qualification of the Insured, and - if the accident occurred during a training course - the records by the training company,  
(10) in case of arranging transportation of a deceased person home – in compliance with local regulations – the following documents are also required to be submitted: an official or medical certificate attesting the cause of death, the postmortem certificate specifying the cause of death, the autopsy report, and other documents required for the clarification of the circumstances of the death, a statement from the recipient cemetery, a document attesting the death (death certificate), birth- and marriage certificates.

**5. Exclusions applicable to A) Emergency Medical Assistance and Insurance and B) Additional Travel Assistance (in addition to the exclusions listed in Clause 5 of IV./I. General Conditions):**

**(1) If the insurance policy is concluded without medical underwriting (medical history statement or medical tests), the insurance shall not cover accidents or illness which:**

**(a) is in part or in whole caused by a medical condition which existed prior to the commencement of the insurance coverage (e.g.: disease, complaint, symptom), or which is in connection with any permanent health impairment of the Insured that had been diagnosed prior to the commencement of the coverage period,**

**(b) has been treated by a physician within one year prior to the commencement of the insurance coverage, or such medical treatment would have been medically required (irrespective of the date of the first diagnosis), with the exceptions of benefits payable on well-managed chronic conditions, in accordance with the provisions described there.**

**The insurance does not cover furthermore: psychiatric and psychic diseases, control tests, post- or follow-up treatment, physiotherapy, acupuncture, treatment provided by a naturopath, corrective-gymnastic therapy, vaccination, routine or screening examinations, treatment or care provided by a close relative, sexually transmitted diseases, acquired immunodeficiency syndrome (e.g. AIDS), or related illnesses, costs related to contact lenses, glasses, prenatal care, prenatal routine examinations, infant or child care, definitive dental care, orthopaedic treatment of the mandible (except accidents), orthodontics, periodontic treatment, removal of dental plaque, prosthetic dentistry, tooth crown (except: temporary repair of a broken tooth crown), preparation or repairs of dentures or bridges (except temporary repairs of broken bridges), costs incurred after return home to the territory of the country of residence, except for the benefit 'Sport Extra' – Continuing Medical Treatment in the Home Country".**

**(3) Under the 'Home protection' coverage, the insurance does not pay out if the occurrence of a named disaster was known or could be known even at the time of starting a trip abroad, or was known or could be known at an earlier date when the trip home can be modified free of charge (e.g. flood forecast).**

**B) ADDITIONAL TRAVEL ASSISTANCE**

**1. General rules governing the benefit payment under 'Additional Travel Assistance' coverage:**

**(1) Accommodation costs: additional costs of hotel accommodation as invoiced, incurred in connection with the insured event, for up to a total of 7 nights.**

**(2) The Insurance Company shall be liable to reimburse the costs set out in Clause B)2–5 only under the circumstances described there and upon the occurrence of an insured event to the Insured set out in Clause A)1 of IV./II, and shall be liable to pay the benefits described in additional clauses only upon the occurrence of the insured events stated there.**

**(3) If the approval or permission of EUB-Assistance or that of the Insurance Company has not been obtained to receiving a service related to or arising out of an insured event, through the fault or omission of the Insured, the Insurance Company shall not be liable to reimburse any additional or excess costs or expenses arising out of it.**

**2. Rescheduling the trip home due to illness or accident**

The insurance reimburses the accommodation costs of the Insured and his/her close relatives or a travel companion staying with him/her abroad as well as the associated additional travel expenses if they travel home on the same day with the Insured, if the date of the return (home) to the country of residence is postponed in relation to the originally scheduled date due to the Insured's medical condition following his/her medical treatment abroad – as evidenced in the attending physician's statement (provided that the trip home would have been completed originally on the last day of the policy term at the latest).

**3. Accommodation costs for a travel companion during the Insured's hospitalization**



The insurance covers the accommodation costs of the close relatives or a travel companion staying abroad with the Insured during the emergency hospital treatment of the Insured.

#### **4. Inpatient medical visit**

The insurance covers the travel and accommodation costs related to visiting a patient for a close relative or guardian of the Insured (from and to the country of residence to and from the Insured's place of stay), if the Insured is in life danger or he/she must stay in hospital for more than 10 days, and in case of an Insured under 16 years of age and traveling without parental company, if the Insured is in life danger or must stay in hospital for more than 2 days.

#### **5. Repatriation of a child**

The insurance covers the additional travel expenses of the Insured's relative(s) younger than 16 years of age, who are staying abroad under the supervision of the Insured, as well as the travel costs of the person accompanying them to the country of the Insured's residence, if the child younger than 16 years of age was left without an adult companion while the Insured requires emergency medical treatment in a hospital.

#### **6. Curtailment due to a relative's illness or death in the home country**

The insurance covers the Insured's additional travel expenses arising from the insured's return to his/her country of residence due to a trip curtailment if after the commencement of the Insured's trip abroad, but at the earliest after commencement of the policy term, the Insured's close relative or a close relative of the Insured's spouse or life companion dies or falls into a life-threatening state in the territory of the country of residence, provided that the remaining period of coverage is at least 2 days. (The benefit paid by the Insurance Company does not include the costs of return abroad.)

#### **7. Translation services in the event of illness, accident or vehicle breakdown**

The insurance covers the interpreting costs as justified and evidenced, if the Insured is in need of an interpreter in connection with his/her emergency medical treatment, a vehicle breakdown or a traffic accident.

#### **8. Search and rescue due to weather conditions**

The insurance covers the costs incurred by the Insured in relation to the invoiced charges of search and rescue services delivered by a local mountain or water rescue organization in respect of the Insured, as well as the costs of helicopter rescue which were reasonably ordered, provided that the search and rescue of the Insured is made necessary by the Insured's poor physical fitness or other health problems arising in relation to the unexpected deterioration of weather conditions compared to the time of departure on the day concerned, as a result of which the Insured is unable to reach the nearest safe shelter (e.g. public road, mountain hut or settlement), and therefore there is a considerable risk of health impairment which requires the locally competent mountain or water rescue service to launch a rescue mission for the Insured.

The Insured **shall be required to pay deductibles corresponding to 10% of total costs, but at least € 100. Benefit payment by the Insurance Company shall be subject to evidence of deductible payment.**

(In the event of accidents requiring emergency medical care, the Insurance Company offers a service described in Clause IV./II.A)2.1.)

#### **9. Forwarding financial aid**

If the Insured, through no fault of his/her own, is in need of urgent financial assistance, the Insurance Company will forward the sum paid by the Insured's representative to the Insurance Company for the benefit of the Insured staying abroad. The sum paid shall be converted to the foreign currency requested at the foreign exchange sales rate of the bank designated by the Insurance Company. Transaction costs of such transfer shall be borne by the insured.

#### **10. Information in the event travel documents are lost**

If the Insured's passport, vehicle registration card, driver's license, travel ticket or bank card is lost, damaged or destroyed abroad, the Insurance Company shall assist the Insured by furnishing the Insured with all the necessary information and official telephone numbers.

#### **11. 'Otthon-védelem' [Home Protection] – trip curtailment benefit**

If the building or apartment where the Insured permanently lives is damaged or threatened to be damaged in a fire or a natural disaster, and as a result the Insured should leave for home 2 (two) days earlier, the insurance will cover the additional travel costs arising out of the unscheduled return trip, retroactively after the Insured returns to the home country.

## 12. Medical advice on the phone in Hungarian (24-hour service)

If the Insured encounters a sudden medical problem abroad, the Insurance Company will make arrangements for a physician with a medical degree recognized in Hungary to provide medical consultancy in Hungarian by phone, possibly immediately but within a maximum of 2 hours of the notification. **Please note! Medical consultancy shall not substitute on-site medical care; the consulting physician providing medical advice within the framework of the service shall not be liable for patient care.**

## 13. Refund of the price of a ski pass

The Insurance Company shall only be liable to pay the insurance benefit if the Insured requires emergency medical treatment abroad due to the following reasons and in accordance with the provisions set out in Chapter IV./II A), and as a result the Insured is not able to ski or snowboard in the remaining duration of the validity of the ski pass:

- (a) as a result of an accident,
- (b) as a result of an illness which requires in-patient hospital treatment,
- (c) following an illness or accident as a result of which the Insured is transported home by the Insurance Company to the territory of the country of residence in order to continue medical care after emergency medical care abroad.

**The insurance benefit will be the reimbursement of the price of one ski pass** – purchased prior to the illness or accident – which remains unused by the Insured; the payout shall be limited to the amount specified in the table below, in proportion to the unused period, but only and exclusively for days within the given policy period:

<b>Sí-Extra</b>	<b>Sí-Profi</b>	<b>Sí-Sztár</b>
HUF 100 000	HUF 50 000	HUF 15 000

## 14. Assistance with trip continuance or return home if the ship cruise is interrupted due to overland medical treatment

If medical care provided to the Insured during a ship cruise by an overland medical service provider within the meaning of A) 2, whereby the Insured is unable to return to the ship at the place of care provision before the ship departs, the Insurance Company shall arrange for the Insured's transport to the next station of the boat tour or to the domicile of the Insured, and shall cover its costs.

## 15. Information on roadside assistance companies

If the insured's motor vehicle breaks down or is damaged in a traffic accident while the Insured is traveling abroad – within geographic Europe – the Insurance Company will provide the Insured with information about the phone number and address of the roadside assistance company, at the request of the Insured. **The insurance does not cover the costs of roadside rescue.**

## 16. Driver service in the event of the insured's illness or accident

(1) If as a consequence of an insured event set out in Clause A) 1. which occurs in Europe and based on the medical opinion of the attending physician abroad, the Insured is not allowed to drive a motor vehicle at the originally planned date of returning home, and therefore the Insured cannot return home by his/her passenger vehicle which is in good working order and the Insured's travelling companions staying abroad together with the Insured cannot drive such operable passenger vehicle home, the Insurance Company shall make arrangements for a person – specified by the Insured to drive the passenger vehicle – to travel from the territory of the country of such person's place of residence to the location of the Insured's stay and shall indemnify for additional travel costs thereof. **A condition for the Insurance Company's benefit shall be a notification of claim for benefits to EUB Assistance as soon as possible following the medical decision. The Insurance Company shall not be obligated to provide the service before the last day of the insurance period.**

## 17. Pet Insurance in the event of an accident

(1) If a **dog or a cat** - identified by a chip in the database specified by law, owned by the Insured or a relative thereof, and travelling together with the Insured (hereinafter: pet) suffers an **accident requiring urgency care** abroad, the Insurance Company shall pay for the costs of **urgent veterinary care abroad, incurred in connection with such accident**, up to the limit amount of the sum insured as set out in the Table of Benefits. The insurance benefit is paid in respect of the medical fee and the costs of diagnostic tests; it **does not apply to medication costs**. Furthermore, no cover is provided for any care service related to and treatment of symptoms or illnesses already existing before the commencement of coverage, for birth and delivery care, or for any costs of vaccinations and pre-scheduled interventions. A precondition for benefit payment is that the pet

has been vaccinated in due time as prescribed by law and customary in general veterinary practice, as evidenced by and retrievable from the vaccination booklet provided with the pet's chip identifier. The sum insured may only be used once during the period of coverage, regardless of the number of insured events and the number of pets. The insurance does not cover accidents arising out of or in relation to the participation in animal fights or any form of competition.

(2) The Insurance Company shall indemnify for costs subsequently, after return home (following submission of all invoices, payment receipts, and any other documents as required for benefit payment).

**18. The documents required for the payment of the insurance benefit on B) Additional Travel Assistance** (in addition to the documents listed in Clause IV./I. 3.1.3 and in Clause IV./II. A) 4 of the General Conditions):

(1) in the case of a claim for travel costs, the travel ticket for the originally planned trip home, the travel contract, or – if travelling in one's own vehicle – a copy of the vehicle registration card and the driver's licence must be forwarded to EUB-Assistance prior to benefit payout,

(2) In case of the benefit of "Driver Service in the Event of Illness or Accident of the Insured", a copy of the foreign attending physician statement to certify the Insured's incapacity to drive, and a copy of the vehicle registration card and of the Insured's driver's licence prior to benefit payout.

(3) in case of a claim for accommodation costs, the invoice for the accommodation originally booked.

**(4) In case of a "Home Protection" benefit, furthermore:**

- in case of travel by public transport: certification by the passenger transport company or the currently valid contractual terms and conditions on what terms the given ticket may be modified,

- in case of loss or damage to real property, the insurance company records of loss assessment, including the address of the real property, the date and time, cause and amount of such loss or damage,

– certification by the competent authority on the place, date and time and degree of natural disaster.

**(5) In case of a "Refund of the price of a ski pass" benefit, furthermore:**

- an accounting voucher whereby the validity period and value of the ski pass and the time of purchase can be clearly established. If the ski pass forms part of the travel package purchased, then the travel contract referring to such travel package, the invoice and the payment voucher or bank statement on payment are required to be submitted. If the latter do not contain express information on the validity and price per person of the ski pass, then the written statement of the organizing travel agency is also required in the subject.

(6) **"Pet Insurance in the event of an accident"**: benefit payment is subject to the submission of medical documentation on veterinary intervention (pet chip identifier, diagnosis, treatment description, diagnostic test findings, medication prescribed), as well as the invoice and payment receipt also including the name of both the insured and of the pet treated. In addition, the Insurance Company may request the pet's chip identifier and the associated certificate of the data included in the veterinary database, as well as a copy of the pet vaccination booklet.

**19. Exclusions applicable to "B) Additional Travel Assistance" are set out in Clause IV./II A) 5.**

## **C) Accident Insurance**

### **1. Accidental death insurance**

(1) If the Insured dies in or as a result of an accident within one year after the accident, and the Insured's death is in a causal relationship with the accident, the insurance pays out the sum insured to the Beneficiary.

(2) In the event that, prior to the Insured's death, the Insurance Company provided a permanent accidental health impairment (disability) benefit consequent upon the same insured event, then **the amount of the disability benefit already paid shall be deducted from the amount of the accidental death insurance benefit.**

### **2. Air crash coverage**

If the Insured dies in or as a result of an accident during an air crash within one year after the accident, and the Insured's death is in a causal relationship with the accident, the insurance pays out the sum insured for "Air Crash Coverage" to the Beneficiary (in addition to the benefit amount for accidental death).

### **3. Accidental permanent disability coverage**

#### **3.1. Insured Event**

(1) An accident as a result of which the Insured suffers a permanent health impairment to an extent of at least 25% within a period of up to 2 years after the occurrence of the insured event, provided that the accident resulted

in such an anatomical injury that there was a medical reason for emergency treatment care, and such a fact is confirmed by a foreign specialist. The date of the insured event shall be the date of the accident.

(2) Physical or mental impairment means a permanent loss of a physical and/or mental function which impede normal life. The degree of permanent health impairment shall be determined by the permanent reduction of a function associated with the anatomical injury suffered in the accident.

(3) Health impairment shall be permanent if the medical condition of the insured is unchanging and stable.

### 3.2. Insurance benefit

(1) The Insurance Company shall make benefit payment when the degree of permanent health impairment under Clause 3.1. can be considered final. If the degree of health impairment changes continuously, the Insurance Company shall determine the amount of benefit upon the expiry of 2 years after the date of the accident, in accordance with the medical condition existing on the last day of such period. The insurance benefit payable by the Insurance Company is a part of the sum insured in proportion to the extent of the permanent health impairment expressed in percentage (%). The amount of the benefit (extent of the health impairment) shall be determined by the physician of the Insurance Company by taking into consideration the guidelines of MABISZ for medical examiners. If any pre-existing medical conditions or handicaps contributed to the degree of permanent health impairment, the Insurance Company shall reduce claims payment by the extent of such contribution.

(2) If the physician of the Insurance Company deems it necessary in order to determine the degree of permanent health impairment, he/she may conduct a personal medical examination and/or prescribe other tests as required (e.g. X-ray, ultrasound) for the Insured to take. Costs of such personal examination by the physician of the Insurance Company and/or of any tests prescribed by him/her shall be covered by the Insurance Company; in addition, the Insurance Company undertakes to refund the Insured's additional travel expenses from the Insured's domicile to the location of the examination in return for an invoice made out to the name of the the Insured. The degree of permanent health impairment to be determined by the Insurance Company shall be independent of any decisions made by other expert bodies. Any reduction in the capacity to work, termination of sports activities, and aesthetic or social considerations in themselves shall not provide legal ground for benefits payment.

(3) If the Insured does not accept the decision of first instance made by the physician of the Insurance Company in respect of the degree of permanent health impairment, then a medical panel of three members is required to be set up for a repeated medical expert examination. One member of such panel is designated by the Insured, another member thereof by the Insurance Company, and the chairman – a licensed medical examiner in traumatology - is designated as mutually agreed by the parties. Costs of such medical panel shall be covered by the party against whom a decision is made.

**(4) No accidental disability benefit shall be provided if the Insured dies within 15 days after the accident or before the health impairment becomes permanent.**

### 4. Hospitalization daily allowance (accidents only)

(1) The insurance covers the uninterrupted in-patient hospital treatment of the Insured as from the date of the accident, needed to avert the medical consequences of such accident in case that the insured event is an accident abroad, as a result of which the Insured receives uninterrupted emergency hospital treatment - first abroad and then in the territory of the country of residence.

(2) The amount of benefit shall be calculated by multiplying the sum insured specified in the Table of Benefits by the number of nights spent in hospital in respect of the insured's hospitalization for medical treatment. In relation to events during any one period of insurance or any one trip abroad, the insurance pays the insurance benefit for **up to a total of 50 days of hospitalization.**

**5. The documents required for the benefit payout on "C) Accident Insurance"** (in addition to the documents listed in Clause 3.1.3 of IV/I. General Conditions):

#### **(1) For accidental death insurance**

(a) the post mortem report, and an attested copy of the Insured's certificate of death,

(b) copies of all the medical documentation from the date of the accident to the Insured's death, and all documents required to clarify the detailed circumstances of death: medical opinion by attending physician, or autopsy findings, if any.

(c) the original or an attested copy of the deed to testify the entitlement as Beneficiary (final grant of probate, or an abstracted copy or official copy thereof which clearly identifies the heir(s) and the notary's data, and/or the certificate of inheritance).

**(2) In respect of Air Crash Coverage, furthermore:** certification by the airline that at the time of the air crash, the Insured was on board the airplane as a passenger, and a certificate by competent authority that the aircraft crashed or performed an emergency landing after taking off and consequently the Insured suffered an accident.

**6. EXCLUSIONS applicable to “C) Accident Insurance (in addition to the exclusions listed in Clause 5 of the IV/I. General Conditions):**

In case of Accidental Permanent Disability Insurance, the insurance does not cover:

- (1) disc herniation, and other diseases with herniation, injuries indicated by diagnoses of strain or sprain, and conditions healed without complication after tubular arthroscopy,
- (2) accidents where anatomic changes in direct causality with the current accident event cannot be confirmed on the basis of the medical opinion available.
- (3) in respect of organs or body parts injured permanently before the date of the accident, up to the extent of the former injury.

## **D) Baggage Insurance**

### **1. Terms and Definitions**

#### **(1) Travel baggage shall include:**

- (a) objects **owned** and taken to the trip by the Insured for the purpose of personal use (if the **Policyholder is not a natural person**, then **any objects owned by the Policyholder but used or taken care of by the Insured shall also be deemed as travel baggage**).

If an object is jointly owned by several parties insured, then the benefit by the Insurance Company shall be due in proportion with such ownership share and the limit amounts applicable shall be reduced in accordance with the rate of such ownership share.

- (b) only in respect of **sports equipment**, also including sports equipment **rented** and **lawfully used** by the Insured, under a written rental agreement, in accordance with local rules, from a business company entitled for sports equipment rentals in return for an appropriate rental fee,
- (c) the following **travel documents**: shall mean the Insured's passport, personal ID card, address card, driving license, and the registration certificate of the car lawfully driven by the Insured during the trip. For the purposes of these conditions, the visa in the travel document shall not be a part of such travel document.
- (d) a **bank card issued to the name** of the Insured.

**The list of objects which are not included in the term travel baggage for the purposes of these policy conditions is set out in Clause 6 (1) of Chapter D) Baggage Insurance.**

**(2) traffic accident:** in respect of the benefits included in the Chapter on Baggage Insurance, traffic accident shall mean an event:

- (a) in the course of which the vehicle by which the Insured travels crashes into another vehicle or an object, and as a consequence the vehicle transporting the Insured gets damaged, provided that the circumstances of such accident, the fact of vehicle damage and the amount of loss incurred is certified in writing by the locally competent police department,
- (b) in the course of which the Insured as a pedestrian is hit by a vehicle and the circumstances of such accident and the amount of loss incurred is certified in writing by the locally competent police department,
- (3) **sports accessories, sports equipment:** any objects typically required for pursuing a sports activity. For the purposes of these conditions, the following in particular shall qualify as sports equipment, rather than vehicles or means of transport: kayaks, canoes, bicycles, surfs, any rowing boats without engine or sails, fishing equipment, roller-blades, kick scooters, trekking poles. Any other **means of transport and weapons shall not qualify as sports equipment**, not even in cases when these are used during sports activities.

**(4) winter sports equipment:** the skis and ski bindings, snowboards and snowboard bindings, ski boots, snowboard boots, ski helmets, ski poles, ski goggles, ski sunglasses, as well as bags and packs used for storing skis, snowboards, ski boots and snowboard boots, sleds, ice skates.

**(5) used value:** used value of an object, determined on the basis of the age of such object by assuming average use in respect of the usual function of the object concerned, the amount of which cannot exceed its original price.

**(6) accessory:** any articles – sold with or without the main item – which are not spare parts but are required for the standard use or upkeep of another object or which supplement a function thereof.

**(7) toiletries:** objects and substances used for cosmetics, hygienic and beautification purposes, including electronic appliances used for such purposes, and their accessories (e.g.: razors, hairdryers, electric toothbrushes etc.).

**(8) portable computers:** netbooks, notebooks, laptops, tablets, e-book readers.

**(9) leaving unattended:** if the travel baggage is not subject to personal attendance (refer to Clause 2.1.(3) (c)).

- (10) **technical items:** photo camera, video or digital camera, cell phone, GPS, CD-, DVD- or MP3 player, watch, computer and any other electrical device (e.g. operated by batteries), or mechanically driven apparatus.
- (11) **invoice:** an accounting voucher issued in accordance with effective legislation evidencing the original purchase price and the owner of the purchased item.
- (12) **Flight delay:** when a scheduled airline flight takes off with the same flight number later than its scheduled time.
- (13) **Flight cancellation:** when a scheduled airline is not operated with the same flight number.

## 2. Insured events and the insurance benefits

2.1. In respect of travel baggage, the insurance pays out on the following insured events:

- (1) **damage to or loss of the travel baggage** (including clothes and other items stored in it) **in an accident where the Insured suffers acute physical injuries**, and is required to promptly receive emergency medical treatment at the site of the accident from a licensed medical service provider,
- (2) **damage or loss of the travel baggage in a traffic accident as a result of a natural disaster or fire started due to a mechanical failure of the motor vehicle**,
- (3) **unlawful appropriation** in a foreign country under the following circumstances:

**(a) from a locked automobile or bus between 8 a.m. and 20 p.m. (local time).**

The insurance only covers travel baggage stored in the passenger compartment, luggage compartment, or rooftop cargo box, or in the cargo box of a motorbike, having a solid cover and a functional lock, is locked and locked out of sight, with the following exceptions: **travel documents, debit and credit cards, electronic or electronic devices and their accessories left in the vehicle** (not even if they are stolen from a recreational vehicle or motorhome).

In respect of baggage stolen from a motor vehicle, the benefit payable under the insurance coverage will be limited to 50 % of the sum insured specified for theft under D) Baggage Insurance in the Table of Benefits. The Insurance Company's obligation to pay the insurance benefit does not apply if it cannot be clearly evidenced that the motor vehicle was forcefully broken into.

**(b) from a locked building or apartment.** The Insurance Company's obligation to pay the insurance benefit does not apply if it cannot be clearly evidenced that the dwelling or apartment was forcefully broken into.

**(c) from under personal supervision.** For the purposes of these policy conditions, **personal attendance** means that the travel baggage is close to the Insured (or in case of an under-age Insured, close to a relative of legal age), at a place which is clearly visible and accessible for them, and in a manner that no third party can take it without physical violence or threat.

**(d) from a tent or caravan located in an officially authorized, guarded campsite.** The insurance does not cover travel documents, bank cards, electronic devices and their accessories left in a tent or caravan.

**(e) from a beach or at any other pleasure resort**, in which case the insurance shall only pay a benefit **up to 10% of the sum insured**. In respect of the following products the benefit shall be supplemented by the following amounts subject to the 'Strandlopás biztosítás Plusz' [Beach Theft Plus] Add-on:

Tengerpart Extra, Air & Cruise Extra	Tengerpart Top, Air & Cruise Top	Tengerpart Nívó Air Nívó
HUF 40 000	HUF 30 000	HUF 20 000

The general benefit rules of Baggage Insurance are also applicable to supplementary coverage, including, particularly, rules to restrict benefit payout (e.g. single article / baggage limit).

**(4) verified loss of or damage to baggage while handled by an airline or cruise line, or the verified loss of the baggage while handled by a coach line**, when the Insured travels with a valid ticket during the trip abroad and a passenger transport service provider offering scheduled transportation:

- **only partially returns or does not return the baggage (loss) taken over to the name of the Insured for the duration of travel** in accordance with the travel conditions of the company concerned to an insured who has a valid ticket or has paid the fare (damage to the baggage does not qualify as loss),
- **returns the baggage taken over to the name of the Insured for the duration of travel in accordance with the travel conditions of the company concerned, with damage.** For the purposes of this benefit, damage to the baggage means any physical harm as a result of which the item used to store personal belongings (e.g.: bag, suitcase) is evidence to be no longer suitable for regular use. **Damage does not include, however, normal wear and tear, or injuries (e.g.: scratches, dents, wetting or change in color) which do not hinder the further regular use of the property. The insurance does not cover the damage to the insured baggage while it is handled by the coach line.**

The insurance company undertakes to provide benefits for loss of or damage to baggage while handled by an airline or a cruise line only in the case of "Air Travel" products (products in line (R) of the Table

**of Benefits), up to the limit specified under “Confirmed loss of or damage to baggage while handled by a cruise line or airline” in total in section D) Luggage Insurance of the Table of Benefits!**

Damage to luggage handled by a passenger transport company:

– shall only be deemed as an insured event if **the passenger transport company provides credible evidence of the fact and amount of loss and admits its liability for damages in writing**, and pays an amount of indemnity as set out in legal regulations currently in effect. **The insurance benefit shall be maximum the amount which is not reimbursed by the passenger transport company.** Calculation of the total luggage loss in respect of the baggage handled by the passenger transport company shall be based upon the original invoice issued to the name of the Insured, to a legal entity Policyholder or Premium Payer; in the absence of an invoice, the loss is calculated in accordance with Clause 2.2 (2). This amount shall be reduced by any compensation paid by the passenger transport company. The insurance benefit shall be the difference of these two amounts, subject to the exclusions, limitations, sums insured and limits set out in these policy conditions.

If the passenger transport company **provides credible evidence** of the fact of loss but fails to expressly admit its liability for damages and **does not pay indemnification, the Insured shall be liable to pay a 50 % deductible and the benefit payout by the Insurance Company shall be up to 50 % of the sum insured applicable to the particular event type.**

If the baggage disappeared while being handled by an airline, and the Insurance Company has paid a benefit for the same flight pursuant to Section E) Delayed Baggage of the Special Conditions in respect of the late arrival of such baggage, then the amount paid out on title of Delayed Baggage shall be subtracted from the amount of “Baggage Insurance” benefit.

**The insurance coverage does not apply to travel documents, bank cards, electronic devices and their accessories, eye-glasses, sun-glasses and contact lens handed over to the passenger transport company for guarding.**

**The Insurance Company undertakes to pay out insurance benefits (within the limit specified in the Table of Benefits) for portable computers and video cameras registered as checked-in baggage for air travel only if such devices are prohibited by law to be carried as hand luggage between the given points of departure and destination.**

## **2.2 General provisions governing the benefit payout**

The payment conditions and restrictions set out hereunder shall apply to **all benefits** specified in the Chapter on Baggage Insurance.

- (1) The insurance shall cover the depreciated (used) value, as of the date of the insured event, of any travel **baggage** damaged, destroyed or stolen as a result of or during an insured event, **for each item up to the single article limit stipulated** in the Table of Benefits in respect of **D) Baggage Insurance**, and for a single piece of baggage (e.g.: bag or suitcase) together with its contents (the objects in the baggage), **up to the baggage limit in total as stipulated in the Table of Benefits.** If the damaged property can be repaired, the Insurance Company shall cover the repair costs, taking the restrictions above into consideration.
- (2) If the **purchase price of the travel baggage and date of purchase cannot be verified by an original invoice** of the first purchase issued to the name of the Insured or to the name of a Policyholder or Premium Payer legal entity, the Insurance Company shall reserve the right to **calculate the benefit payout** with a value determined at its own discretion based on the average **Hungarian depreciated price of an object with the same core functions and of average quality after use for one year (hereinafter: average depreciated value).** **The used value of the insured objects shall be determined by the Insurance Company.**
- (3) **The object and its accessories, or objects in sets or pairs shall be regarded as one item.** The benefit payable with respect to such items shall be maximum the single article limit specified in the Table of Benefits. If only accessories are damaged in an insured event, the Insurance Company’s benefit payout in respect of all accessories will be limited to the single article limit.
- (4) If the Insurance Company prescribes the submission of a copy of the foreign police report on the insured event, as a condition for the reimbursement, the insurance shall cover any additional travel expenses incurred in relation to obtaining the police report, as well as any administrative charges claimed by the authorities for the issue of a copy of the report, if evidenced by an invoice or payment receipt, up to the limit stated in the Table of Benefits.

## **2.3 Special payment rules applicable to insurance benefits by baggage type upon the occurrence of an insured event**

- (1) If **travel documents or bank cards** are stolen, destroyed or become unusable, the Insurance Company shall be liable to pay the following:
  - (a) the consulate charge for the issuance of a permit to return home, as well as the replacement cost of travel documents as stipulated by law,
  - (b) the insurance covers **additional travel costs** related to a trip from the place of the insured event **to the office of the Hungarian foreign representation body** competent in the country concerned in order to replace travel documents or to obtain a permission to return home,
  - (c), up to the limit amount for “reimbursement of the replacement costs of bank cards” specified in the Table of Benefits, the costs of disabling and replacing bank cards in respect of bank cards issued for the name of the Insured, in the amount specified by the issuing bank.
- (2) If **corrective eyeglasses or contact lenses are damaged, destroyed or stolen**, the Insurance Company shall cover the repair or replacement cost of them against an invoice, up to the single article limit stated.
- (3) With respect to **toiletries**, the insurance only pays a benefit **up to 10% of the sum insured**.
- (4) The insurance company shall pay the following benefits for **sports equipment**:
  - (a) In the event of additional premium payment for the **Sports Extra Add-on**, the insurance covers any sports equipment up to the limit of the sum insured specified for “sports equipment coverage” in the Table of Benefits,
  - (b) In respect of **Seaside, Air Travel and Winter Sports** products, in accordance with the following:
    - In the case of ‘**Seaside**’ and ‘**Air Travel**’ products: diving, surfing, kitesurfing, windsurfing, waterskiing and sea kayaking equipment up to the limit amount specified for sports equipment in the Table of Benefits,
    - In the case of **Winter Sports** products: winter sports equipment up to the limit amount specified for sports equipment in the Table of Benefits.
  - (c) In respect of **sports equipment** if the original receipt issued to the name of the Insured, certifying the purchase date and purchase value, or in respect of rented sports equipment, a rental agreement clearly specifying its type and value and the receipt certifying the payment of compensation by the insured to the rental company are also submitted, the Insurance Company will not apply the single article limit. In the absence thereof, the upper threshold of the benefit payout on any one object and its accessories shall be twice the single article limit.
- (5) **Data carrier** coverage: data media shall be accessories of the related player/reader electronic appliance. Data carriers with the same function - irrespective of the number of such carriers - shall be considered maximum one object, even if the related electronic appliance is not subject to a claim for benefit.
- (6) In respect of **portable computers, mobile telephones and their accessories**, the Insurance Company’s liability to pay insurance benefits shall be limited to the amount specified for the “coverage of mobile telephones and portable computers” in the Table of Benefits, without taking the single article limit into consideration. The Insurance Company shall only be liable for the loss or damage, if the original purchase may be evidenced by an original copy of the invoice issued to the name of the Insured, or to the name of the Policyholder if not a natural person. **In the absence thereof, the Insurance Company will reimburse the average used value, up to the applicable single article limit.**
- (7) In respect of **musical instruments**, the Insurance Company’s liability shall be limited to insured events specified in 2.1.(1),(2),(3)(b) and (c), up to the limits specified in the ‘musical instrument coverage’ line of the Table of Benefits.
- (8) In case of any damage to baggage handled by an airline or a cruise line, the Insurance Company shall pay for the costs of repairs as invoiced, or - if no repairs are possible - for the cost of replacement, up to the used value of the original baggage.

### **3. Insured’s duty to prevent loss or damage**

**During a foreign trip, the Insured shall comply with the following obligations to prevent loss or damage:**

- (1) If the baggage is stored in the vehicle, the vehicle shall be parked in a guarded parking space, or the baggage must be taken out of it and be placed in a secure space,
- (2) baggage may only be left unattended in a vehicle if placed in a space locked and locked from sight, for only as long as it is inevitable, continuously for a maximum of 12 hours,
- (3) documents, bank cards, electronic appliances and watches shall not be left in a vehicle or placed in a baggage which will be handled by a passenger transport company.
- (4) if the vehicle is equipped with an alarm, such alarm must be turned on,
- (5) when arriving at the accommodation, all baggage shall be put in a secure room, cloakroom or locker as soon as practicable.

### **4. Insured’s duty to mitigate loss**



As soon as the Insured takes notice of the damage to or loss of his/her baggage, the Insured is required to:

(1) report the facts and circumstances of the offense or the occurrence of the accident to the foreign police department or other authorities (e.g.: to the fire department in the event of fire) with competence over the place where the insured event occurred, or if the event took place on a scheduled means of transport to the transport company, or if it happened in or under the authority of a hotel or a camp site, to the hotel or camp site management, and report the offense or the acquisitive crime to the police while also requesting an on-site investigation and written documentation to be made out for the name of the Insured as soon as practicable.

(2) record all material conditions in the police report, in particular the detailed description of the event (place, date, other material conditions), itemized list of the damage or loss incurred (itemized list of property together with their value), any physical damage incurred during the theft, robbery, accident or natural disaster (e.g.: windows, doors broken, forced open, other damage),

(3) comply with all rules and regulations stipulated on claim settlement or on claim settlement conditions (e.g.: date or manner or place of reporting a claim), by the particular company with respect to baggage lost or damaged in the business conduct of the airline or passenger carrier or transport company.

(4) when a mobile (cell) phone is stolen, the network provider shall be contacted promptly but within 2 workdays, requesting that the associated telephone number be blocked.

(5) For loss of or damage to checked-in baggage:

- any loss or damage shall be reported to the airport baggage handling company promptly after it is discovered!

If the Insured failed to report the loss or damage to the airport baggage handling company or if the Insured did not obtain an official report of the loss, the insured event shall also be reported directly to the airlines, within the timeframe prescribed in the airlines's service contract.

**5. The documents required for the payment of the insurance benefit on 'D) Baggage Insurance'** (in addition to the documents listed in Clause 3.1.3 of IV./I. General Conditions):

(1) in the case of theft or robbery, the report issued by the competent police authority, specifying the place, date and time and description of the event, the names and particulars of the parties injured, as well as the detailed descriptions and the value of the objects stolen or robbed, and – when travel documents are stolen – a certificate issued by the consulate confirming the facts,

(2) in case of baggage loss or damage in an accident causing acute physical injuries to the insured, any and all medical opinions related to the insured event (e.g. outpatient care documentation or hospital discharge summary, test findings),

(3) in case of a theft or robbery within a hotel or a camp site, the records drawn up by the operator of such hotel or camp site in addition to the police report,

(4) in respect of baggage failed to be delivered by the passenger transport company or damaged baggage: travel ticket issued to the name of the Insured, boarding card (in case of damage to air travel baggage), the baggage registration slip issued to the Insured's name by the passenger transport company at the time of taking over such baggage, the notification to the passenger transport company on missing or damaged baggage (including an itemized list of disappeared or damaged objects, indicating their value), the report on missing or damaged baggage recorded at the usual place of baggage claims, and the records by the passenger transport company to admit liability for the disappearance of or damage to the baggage on the registration slip concerned, which shall include the name and particulars of the party afflicted, the fact whether the amount of indemnity was determined on the basis of the value or weight of the objects lost, the amount of indemnity paid by the passenger transport company, and if the passenger transport company does not undertake to pay indemnification, a written statement thereof, as well as any document providing credible evidence of the fact and amount of loss by the passenger transport company,

(5) the original receipt issued to the name of the Insured, certifying the purchase date and purchase value of the property. (In respect of the insurance policy, a purchase contract shall not substitute for an invoice issued to either of the names above. If the Insurance Company has paid out a benefit for a given insured item, it shall not be obliged to return the original invoice submitted, except when the invoice is issued to the name of a legal entity or a business organization without a legal personality, in which case the Insurance Company undertakes to return the invoice upon the Insured's written request.

(6) in respect of travel document replacement, the original invoice issued to the name of the Insured, certifying the costs incurred,

(7) in respect of the benefit "travel costs associated with the replacement of travel documents", the original travel ticket and receipt,

(8) in respect of a natural disaster or fire, certification by the competent special authority (e.g. meteorology institute, police, fire department) on the occurrence of the natural disaster and the extent of the damage, and - if the damage occurred within a camp site or in a hotel, the records drawn up by the camp site or hotel operator including the date and time, the extent and nature of the loss or damage, a list of the objects damaged, and the exact details of the injured parties,

(9) in order to establish the cost of bank card replacement, those items of the respective bank account statement which indicate the costs of disablement and replacement, respectively,

(10) in the case of claims relating to damaged baggage, the original receipt certifying the purchase of the damaged item, as well as the receipt certifying the repair costs or if the item cannot be repaired, the statement made by an expert about it, or if checked-in luggage or eyeglasses were damaged, the receipt on their replacement, and the photos evidencing the damage

(11) when a mobile phone is stolen, a certificate issued by the network provider evidencing that the associated phone number was blocked,

(12) when a bank card is used for the payment of the original purchase of an insured asset, the Insurance Company will accept the joint submission of the following documents instead of an original invoice issued to the name:

- a bill on the purchase, specifying the nature and type of the insured asset (e.g.: trousers, shoes), the place and date of the purchase as well as the purchase price,

- a bank account statement which clearly proves that the purchase was paid from the insured's bank account.

(13) in case of a portable computer or camera required to be transported as checked-in baggage, the title of the legal regulation pursuant to which such device is not allowed to be carried on board the aircraft.

## **6.Exclusions applicable to D) Baggage Insurance (in addition to the exclusions listed in Clause 5 of IV./I. General Conditions):**

(1) For the purposes of these policy conditions the term **baggage does not include and the insurance coverage shall not apply to the following items and their accessories:**

(a) jewellery, precious metal, precious stones, semi-precious stones, as well as property items containing them or made of them, precious fur, artifacts, collections of articles with identical function, collections of works of art, weapons and accessories, ammunition, furniture, partial dentures, complete dentures, orthodontic retainers keys and electronic remote controls, cash or monetary claims to be enforced by the use of payment instruments substituting cash or on the basis of deposit books or any kind of securities, as well as vouchers or cards for the use of services (e.g. ski pass, mobile telephone top-up cards, entry tickets), travel tickets and documents (with the exception of travel documents listed in Clause 1.(1) (c)), food stuff, beverages, tobacco products and articles for smokers (e.g.: pipes, cigar cutters, lighters, etc.), tools for work, product samples, household appliances and goods transported in commercial quantities or in quantities which are in excess of the Insured's personal needs,

(b) any vehicle or means of transport and their spare parts, accessories or equipment (e.g.: roof rack of car, rooftop cargo box, trailer, car radio, cassette player, CD player, cargo box of a motorcycle),

(c) sports equipment, except for 'Seaside', 'Air Travel', and 'Winter Sports' policies as well as the 'Sport Extra' add-ons, as specified in the Table of Benefits and in the Chapter on Baggage Insurance,

(d) computers and computing devices of any size or type and their accessories, except for portable computers up to the limit of the sum insured specified in line 'coverage of mobile telephones and portable computers - total' of the Table of Benefits,

(2) **The insurance does not cover:**

(1) damage caused by the loss or drop of luggage, or because they were left unattended, except for objects left in a locked building or vehicle, or handed over to a passenger transport company for handling,

(b) damage to the baggage unless it is evidenced by the official records of the airport baggage handling company or of the cruise line if checked-in baggage is damaged,

(c) the value of data loss when data media or carriers are damaged,

(d) claims for damage incurred as a result of the drop or fall of baggage or travel documents into water, or their wetting (irrespective of the circumstances), with the exception of traffic accidents and flooding,

(e) claims for damage caused by seizure, confiscation, vandalism or destruction of property by authorities,

(f) claims for consequential damage and indirect loss, as well as claims for damage arising from the special nature of certain valuables,

(g) claims arising out of the damage to or loss of fragile luggage handed over to a passenger transport company for handling,

(h) claims arising out of the damage to or loss of items carried by means of a cargo system fitted to the outside of a vehicle (e.g.: bike rack etc.); or from the accidental opening of or damage to a rooftop cargo box. The Insurance Company shall be liable for such loss or damage, only if it occurs in relation to a traffic accident,

unless the loss or damage arises from disregarding or not complying with any size limitations (e.g.: height limitation) imposed on the vehicle.

## **E) Baggage Delay (on outward trip)**

### **1. Insured event and the insurance benefit**

If the Insured's baggage, properly checked in to the Insured's own name with the airline, is not returned to the Insured abroad at the foreign destination within six hours following the end of the 'reclaim period' set out in the travel conditions after the given flight has landed at the destination of the trip abroad, and the absence of the luggage is reported to the representative of the airline in writing after arrival, as provided for by the rules set out in the travel conditions, but within 2 hours at most, and it is verified in the written report drawn up by the airline, the Insurance Company undertakes to reimburse the Insured in the amount corresponding to the difference between the total value of urgency purchases required to be made by the Insured abroad (hygiene, clothing) during the period between the time of the flight arrival and the actual takeover of the baggage, and the indemnity provided by the airline, up to the limit amount specified in the Table of Benefits depending on the duration of such baggage delay. In respect of any one flight, the Insured may only make one claim for this benefit, irrespective of the number of baggages concerned, and the Insurance Company undertakes to pay out the sum insured only once as a maximum irrespective of the number of people indicated as senders of such baggage to the Insured who first files a claim, or if multiple claims are received at the same time, to all Insured persons but in proportionally reduced amounts. **An airport of transfer and the airport of arrival on the return journey shall not be deemed as destinations, even if they are located abroad.**

The Insurance Company shall provide such benefit subsequently, after the Insured's return home: no payment on site is undertaken.

### **2. Conditions for the performance are set out in Clause IV./II. F) 2.**

### **3. Insured's Duty to Mitigate Loss**

**- any loss or damage shall be reported to the airport baggage handling company promptly after it is discovered - if, however, the Insured failed to report the loss or damage to the airport baggage handling company or if the Insured did not obtain an official report of the loss, the insured event must also be reported directly to the airlines, within the timeframe prescribed in the airlines's travel contract.**

## **F) Flight Delay Abroad and on the Return Home**

### **1. Insured event and the insurance benefit**

**a)** If a scheduled flight departs from an airport abroad with at least 4 hours of delay and the fact and duration of such delay is certified in writing by the flight operator airline, together with the fact that the Insured travelled on such delayed flight with a valid flight ticket, the insurance covers the costs of urgency purchases (foodstuffs, hygiene items) if evidenced by invoices during the flight delay abroad defined above which are not reimbursed by the airline by reason of such flight delay. The Insurance Company shall not be liable for the loss or damage if the Insured fails to claim damages from the airline.

**b)** If a scheduled flight which the Insured took to travel home with a valid ticket arrives at an airport within the territory of the country of residence with at least 2 hours of delay or more **and** consequently the Insured cannot continue to travel home to his/her place of residence as originally planned, the insurance covers any difference between the additional travel and accommodation costs incurred by the Insured due to such delay, and any amount of indemnification paid to the Insured by the airline by reason of the flight delay.

**c) For the purposes of these conditions, flight cancellation does not qualify as flight delay.** In respect of flight cancellation, the Insurance Company shall only deliver the service described in point a) if the Insured became aware of the cancellation only at the airport before the departure, and the Insured must wait at the airport for another flight to the same destination for a continuous period of at least 4 hours. **The Insurance Company shall not be liable for the loss if the flight cancellation was due to any of the following reasons: natural disaster, airspace shutdown, closure of the airport or station by authorities, strike, bankruptcy of the airline.**

### **2. Conditions for the payment of insurance benefits on IV./II. E) Delayed Baggage (abroad) and F) Flight Delay Abroad and on the Return Home (in addition to the documents Listed in Clause 3.1.3 of IV/I. General Conditions):**

(1) a flight ticket, baggage registration label, and boarding card issued for the entire route to the name of the Insured,

(2) a written statement issued to the Insured's name by the air carrier evidencing the delayed delivery of the baggage registered for the Insured's name, including the date and time thereof; in case of a flight delay or flight cancellation, a written statement certifying such fact, or the duration of delay, together with a statement by the airline on the amount of damages paid to the Insured or about the fact that no damages are to be paid,

(3) the original receipt evidencing the purchase. Acceptance of purchase receipts shall be subject to the fact that it should include the article purchased, its value, and the date and time of purchase in an identifiable manner.

## **G) Air Assistance Service**

### **1. Insured event**

Insured event shall mean any loss or damage in respect of which the airline is liable for indemnification to the Insured as a passenger under Regulation 261/2004/EC.

### **2. Insurance benefit**

(1) The administrative charge of the airline's indemnification recovery process (if the claim is subrogated, the "excess over the purchase price", in the event of authorization, the "service charge")

If, under Regulation 261/2004/EC, the Insured is entitled to receive indemnification from an airline and hires an Intermediary for collection thereof, which is a legal entity and pursues such activities lawfully and by public announcement, then the Insurance Company shall pay the relevant administrative fee invoiced by such Intermediary after the amount of indemnity received from the airline, as reduced by such administrative fee, has been paid to the Insured. The benefit paid by the Insurance Company may not exceed 20% of the amount of indemnity paid by the airline. If the Insured claims the amount of indemnity directly from the airline, then the Insurance Company shall indemnify for costs incurred in the interest of administration – including phone calls, mails, and translations - as evidenced by detailed invoices and payment receipts, subject to conditions and limits identical with the above.

The Insurance Company's liability to pay the insurance benefit shall be limited to the sum insured specified in the Table of Benefits (which may not be more than 20% of the damages paid by the airline), save for the case if the Insured appoints a service provider recommended by the Insurance Company - in accordance with point (2) or when the insurance claim is notified- in which case the sum insured shall be 25% of the damages.

(2) Within 2 days following the end of the coverage, the Insurance Company will send an email to the Policyholder and/or the Insured (to the email address disclosed during the contracting process) with the online contact details of a company providing recovery services described in point (1). The Insurance Company will pay the service charge - for enforcing the indemnity claim in accordance with point (1) - applicable to the Insured directly to the service provider, as soon as it receives the invoice and the documents evidencing the entitlement, up to the sum insured specified in the insurance policy.

### **3. Conditions for the payment of the insurance benefit:**

Disclosure of the following information or the submission of the following documents:

- the reference number of the confirmation of coverage and a duly completed insurance claim form
- the booking code,
- e-ticket number (if any),
- the boarding card,
- the route and flight number, scheduled departure and arrival times
- if the airlines require it for the payment of damages, the copy of the Insured's passport and/or personal identification card,
- receipts or invoices in proof of the costs incurred, also certifying their nature
- for a flight delay: the actual arrival time of the flight, the modified route, if applicable, as well as the reason for the delay, if it was communicated
- for administrative fee reimbursement: invoices and payment vouchers referring to the costs claimed, as well as a copy of the claim submitted to the airline and of the answer received thereto, and the payment receipt of the amount of indemnity paid to the Insured by the airline. If an Intermediary company is engaged, a copy of the order submitted by the Insured and a copy of the applicable service provider's contract, except if the service has been arranged by the Insurance Company,

## **H) Additional Expenses arising out of Trip Continuation after Missing a Scheduled Air, Water or Land Public Transport Service**

### **1. Insured event**

The Insurance Company shall be liable for the loss if during his/her foreign trip the Insured has missed a departing scheduled public transport service (hereinafter: scheduled service) which he/she had a valid ticket for, and the ticket, which was issued to the name of the Insured, to a service only available at a specific date and time, cannot be redeemed or modified free of charge, and the reason for missing the scheduled service is any of the following:

- a) the vehicle which the Insured took or was supposed to take within 12 hours prior to the departure time printed on the ticket had a traffic accident as evidenced by a police report, or
- b) the regular air, land or water transport service:
  - which the Insured took or was supposed to take directly to the departure station of the scheduled service was at least 2 hours delayed compared to its scheduled time of arrival, and
  - based on its original, scheduled time of arrival the Insured would have arrived at the departure station (e.g.: airport, railway station, bus/coach station, port) at least 3 hours before the departure time shown on the ticket for scheduled service. If the travel conditions or the local regulations require or advise travelers to arrive at the departure station earlier than the departure time indicated on their tickets, the 3-hour advance arrival stipulated in the foregoing shall mean 3 hours before such required time of arrival.

**The Insurance Company shall not be liable for the loss if the delay was due to any of the following reasons: natural disaster, airspace shutdown, closure of the airport or station by authorities, road closures, traffic jam, not complying with the prescribed minimum transfer time.**  
**The Insurance Company shall only be liable for loss arising in connection with tickets issued independently, bearing different serial numbers; the coverage shall not apply to through tickets or break-journey tickets (bearing identical ticket numbers).**  
**The Insurance Company shall not be liable for any loss arising out of the cancellation of the scheduled service.**

### **2. Insurance benefit**

The Insurance Company shall indemnify the Insured for the costs of rebooking the ticket or – if such modification is not possible – the costs of purchasing a ticket for another means of transport to travel to the same destination within 24 hours. If the trip may only be continued on the next day, the Insurance Company shall also reimburse the costs of accommodation up to the limit of EUR 100/person/night.

**The Insurance Company shall not be liable for other losses (e.g.: costs of meals, consequent losses) arising out of or in connection with the delay.**

### **3. The documents required for the payment of the benefit on “H) Additional Transportation and Accommodation Expenses arising out of Trip Continuation after Missing a Scheduled Air, Water or Land Public Transport Service (in addition to the documents listed in Clause 3.1.3 of IV/I. General Conditions):**

- (a) a document suitable for the identification of the ticket (route, date and time, name of airline or other passenger company), and the receipt evidencing payment of the ticket price, as well as the statement of the carrier that the particular ticket was not used,
- (b) a receipt evidencing the rebooking or purchase of a new ticket, the rebooked or new ticket, and any evidence for using it,
- (c) a statement by the company operating the service including the scheduled time of arrival and the period of delay; and if the trip would have involved several transfers, the complete schedule of the travel, and the Insured’s valid travel ticket to the delayed public transport vehicle, as well as evidence that the Insured was travelling on such delayed vehicle.

## **I) Liability Insurance and Legal Expenses**

### **1. Liability Insurance**

#### **1.1. Insured event**

**(1) If the Insured causes an accident which requires emergency medical care or leads to the death to a third party while pursuing the activity specified in Subsection (2) in negligence any time during the policy**

period, and the Insured is found liable as a tortfeasor **for property damage caused** in connection with the above and **for the medical costs incurred by the injured party** in connection with the personal injury.

(2) The insurance covers the following activities:

**(a) user of a bicycle, or any means of transport which are not classified as vehicles,**

**(b) pedestrian causing a traffic accident,**

**(c) sport activities not qualified as hazardous sports.**

(3) Upon the payment of the premium surcharge on the 'Sport Extra' Add-on, and in case of 'Winter Sports', 'Seaside' and 'Air Travel' products, the insurance shall also cover all hazardous sports which are covered by the Sport Extra Add-on or by the respective policies.

(4) 'Praktikum 30' insurance covers professional indemnity for loss and damage as specified below, incurred during work performed in the course of vocational practice organized by an educational institution, for which the Insured as tortfeasor is liable for damages pursuant to legal regulations currently in effect:

– property damage to assets owned by the employer,

– property damage incurred in connection with a personal injury caused to a third party during work or the costs of medical care provided for the person injured.

## 1.2. Insurance benefits

(1) The Insurance Company undertakes to perform the Insured's obligation of indemnification in respect of material damage in connection with the insured event, as well as the costs of medical attendance received by the injured party.

(2) Upon the occurrence of an insured event, the obligation of the Insurance Company to provide benefits shall be, at a maximum, the sum insured as specified in the insurance policy. This provision shall also apply to the tortfeasor insured's liability for the costs of legal representation and interest payment. The insurance covers procedural costs if such costs have incurred on the basis of instructions by or with the prior approval of the Insurance Company. The Insurance Company is required to make advance costs payment upon the Insured's request.

The insurance company shall not be liable for losses arising out of the insured's obligation to pay default interest to the aggrieved party due to a delayed notification of the claim.

(3) Pursuant to Section 6:472 of the Civil Code, the Insurance Company may pay the insurance benefit to the injured party. The insured may only claim a direct payment from the insurance company if the insured has settled the claim of the injured party. If the Insurance Company agrees to settle a lump-sum payment, such payment shall cover both property damage and the costs incurred with respect to personal injury.

**(4) If neither administrative nor judicial proceedings are initiated with respect to the insured event, the Insurance Company shall reserve the right to cover the costs incurred only up to a limit of HUF 50 000. Benefit payment shall be subject to the submission of the Insured's statement in acknowledgement of responsibility to the Insurance Company.**

(5) An amicable settlement between the Insured and the injured party, as well as the Insured's statement acknowledging responsibility shall only be binding on the Insurance Company if it has been duly noted by the Insurance Company. The adjudication of the Insured shall only be binding on the Insurance Company, if the legal representation of the Insured was ensured by the Insurance Company or the Insurance Company approved the assignment of the legal representative chosen by the Insured.

**(6) If the Insurance Company could settle the claim through amicable settlement with the injured party, or in any other manner, but the case cannot be closed because the Insured does not cooperate, the Insurance Company shall not bear any interest and other expenses which may arise in relation to the above.**

(7) If the damage or loss was caused by several persons together, and thus the Insured bears joint and several liability with others or the party injured also contributed to the occurrence of loss or damage, the Insurance Company shall respond to claims only to the extent that the damage is imputable to the Insured. If the degree of culpability with respect to the tortfeasors' acts cannot be determined, the insurance company will pay the benefit in proportion of the respective contributions of the tortfeasors. If the proportion of the contributions cannot be determined, the insurance company will pay the insurance benefit as if the loss or damage would have been caused by the tortfeasors in equal share.

**(8) In respect of the benefits specified in Chapter I) Liability Insurance and Legal Expenses, the Insurance Company undertakes to pay, in respect of the same insured event, a total amount of up to HUF 30 000 000 in relation to all insured aggrieving parties contracted to the Insurance Company.**

## 2. Legal Expenses

## 2.1. Insured event

(1) If legal proceedings - or civil proceedings for damages - are initiated against the Insured abroad in relation to an offense or negligent crime committed in any of the capacities listed below at the location of perpetration during the period of the insurance:

- (a) user of a motor vehicle or bicycle, or any means of transport which are not classified as vehicles,
- (b) pedestrian causing a traffic accident,
- (c) person pursuing sport activities not qualified as hazardous sports.

(2) Upon the payment of the premium surcharge on the 'Sport Extra' Add-on, and in case of 'Winter Sports', 'Seaside' and 'Air Travel' products, the insurance also covers all hazardous sports which are covered by the Sport Extra Add-on or by the respective policies.

## 2.2. Insurance benefits

(1) The Insurance Company shall pay, in lieu of the Insured:

### **a) the bail and related costs as per the following:**

- the bail or similar security deposit imposed on the Insured by competent authorities,
- duties, court costs, procedural charges,
- fees awarded by the court to witnesses and experts,
- if the Insured needs to travel from his/her place of residence to a location specified by the court in the summons, additional traffic costs incurred by the Insured during such travel.

### **b) the fee of the attorney providing legal representation for the Insured against an invoice, with respect to normal and generally accepted attorney's fees at the location of the service provision.**

(2) The Insurance Company shall procure that legal representation is provided. **In case of a legal representative assigned without the Insurance Company's consent, the Insurance Company shall not cover the fee of legal representation.**

(3) **If the bail paid by the Insurance Company is refunded by the competent authorities, the Insurance Company shall be entitled to receive the amount thereof.**

(4) **If intentionality is eventually determined in proceedings initiated against the Insured for charges of negligence, the payout made by the Insurance Company shall be refunded by the Insured.**

(5) **The Legal Expenses benefit shall be subject to a prior consent of the Insurance Company.**

(6) The Insurance Company shall pay all costs incurred directly to the authorities or to the service provider concerned (against submission of an original invoice), or directly to the Insured if the invoice was settled earlier by the Insured as evidenced by the vouchers submitted.

(7) A further condition for benefit payment by the Insurance Company is that in the proceedings conducted with respect to the insured event, the Insured shall cooperate with the authorities, official bodies, his/her attorney-at-law, and the Insurance Company.

## **3. The documents required for the payment of benefits under I) Liability Insurance and Legal Expenses and IV./II. J) Hotel and Camp Site Liability Coverage (in addition to the documents listed in Clause 3.1.3 of IV./I. General Conditions):**

- (1) a detailed medical opinion with respect to the bodily injury of the injured party,
- (2) a statement by the Insured assuming or refusing liability;
- (3) if a civil lawsuit has been initiated in connection with the insured event, the reference number of the action, the **decision made in the proceedings within 2 (two) days of its receipt**; in criminal or infraction proceedings, the resolution on the initiation of the proceedings served by the authorities and the documentary record of events drawn up by the authorities at the site of the event, as well as the name and address of the acting authority, the document establishing the bail or other costs of the proceedings,
- (4) if a claim for benefits is associated with tort incurred during vocational practice organized by an educational institution, a statement by the organizer educational institution on the circumstances of the incident and the accident records drawn up by the employer,
- (5) records by the hotel or camp site on the place and date and time and amount of loss,
- (6) receipt to certify payment of the accommodation fee, indicating the name of the client and the duration of stay,
- (7) photo(s) of the object(s) damaged and evidence as required for establishing the amount of loss (invoices on the purchase of property items damaged, invoices on repairs or replacement thereof).
- (8) receipt to certify deductible payment by the Insured.
- (9) original invoice of the attorney's fee.

## **4. EXCLUSIONS applicable to I) Liability Insurance and Legal Expenses and IV./II. J) Hotel and Camp Site Liability Coverage (in addition to the exclusions listed in Clause 5 of IV./I. General Conditions)**

**(1) The insurance does not cover:**

- (a) litigations for damages initiated by parties insured to the same insurance policy against each other;
- (b) loss occurrences caused unlawfully, willfully or in gross negligence by the policyholder or the insured,
- (c) legal proceedings initiated against the Insured for well-founded suspicion of an intentional infraction or crime, abandonment or failure to provide assistance by leaving the scene of an accident,
- (d) **pecuniary penalty or fine, or any other punitive costs or expenses imposed on the Insured,**
- (e) if legal proceedings are initiated against the Insured in relation to an offense or negligent crime committed as a driver of a vehicle, and the particular vehicle had no valid third party liability insurance as of the date of the offense or crime.
- (f) losses caused by a breach of contract as well as the costs of judicial enforcement.

**(2) The insurance does not cover:**

- (a) the Insured's own loss and losses caused to the Insured's close relatives listed in Section 8:1 (2) of the Hungarian Civil Code,
- (b) damage or loss caused by an activity or conduct of the Insured, which otherwise requires official authorization or permit, and the Insured was engaged in such activity or conduct without such permit.
- (c) damage or loss if the Insured was warned by the Insurance Company or a third party of the possibility of a loss event, and such an event then occurred in the absence of the required actions or measures.
- (d) damage to or loss of any property rented, leased, lent or received in trust by the Insured.
- (e) claims arising from losing property or the theft of property items,
- (f) loss of income and compensation payments;
- (g) with respect to the insured's legal representation costs and late payment interest, the insurance coverage is limited to the sum insured.**

## **J) Hotel and Camp Site Liability Coverage**

### **1. Insured event and the insurance benefit**

(1) If the Insured incurs an obligation of indemnification to the operator of a hotel, apartment or camp site abroad for property damage caused by the Insured in respect of furnishings of the accommodation concerned and in respect of which the Insured is held liable pursuant to the law of the country concerned, the Insurance Company will pay the damages, provided that the accommodation concerned was operated in compliance with local requirements and was used by the Insured for accommodation purposes in return for fee payment. The Insurance Company also undertakes to reimburse the costs related to loss adjustment and loss mitigation and the costs of any out-of-court settlement or judicial proceedings, up to the limit stated in the Table of Benefits. In respect of the obligation of indemnification, **the Insured is required to pay deductibles corresponding to 10% of the total amount of indemnity, but at least HUF 10 000.**

**(2) If neither administrative nor judicial proceedings are initiated with respect to the insured event, the Insurance Company shall reserve the right to cover the costs incurred only up to a limit of HUF 50 000. Benefit payment shall be subject to the submission of the Insured's statement in acknowledgement of responsibility to the Insurance Company.**

(3) The provisions set out on Clauses 1) 1.2 (2) and (6)-(7) as well as in Clauses 1)3 and 1.4 shall also apply to this benefit.

(4) The insurance benefit shall be subject to the Insured's statement in acknowledgment of responsibility, or a binding court decision on the Insured's liability for damages if a civil lawsuit has been initiated in relation to the insured event.

(5) The Insurance Company **undertakes to pay**, in respect of the same insured event, **a total amount of up to HUF 200 000** in relation to all insured aggrieving parties contracted to the Insurance Company.

## **K) Motor Vehicle Roadside Assistance – Auto Extra Add-on**

### **1. Insured events**

1.1. If an **Insured Vehicle becomes immobile as a result of a traffic accident or a mechanical failure** within the geographical limit applicable to the Auto Extra Add-on and during the policy term.

1.2. **An insured vehicle is a passenger car or truck, motorcycle (with the exception of quads) or any towed vehicle thereof, having a valid traffic license and registration plate during the insurance period, and of up to 15 years of age as at the first day of coverage, with the registration number specified**



in the confirmation of coverage, which is lawfully driven by the Insured during the period of insurance and used for any trip departing from the territory of the country of residence, the destination being a foreign country as specified, and for return home to the territory of the country of residence. The age of the vehicle is determined by subtracting the year of manufacture specified in the vehicle registration card from the year of the commencement of the insurance coverage.

**A towed vehicle (a tow) shall only be deemed as an Insured vehicle if the motor vehicle towing it also qualifies as an Insured vehicle under the same insurance policy. (The insurance premium payable shall be determined for each vehicle, therefore insurance premium amounts corresponding to two vehicles are required to be paid for the motor vehicle and the tow.) Any insured event occurring to the towing vehicle shall be an insured event in respect of the towed covered vehicle, as well.**

The insured vehicle may only be a vehicle possible to be classified into any one of the categories below based on its vehicle registration card, and the towed vehicle may be:

- a motorcycle which is allowed to be driven with a **driving licence valid for category “A”**,
- a passenger car or truck which is allowed to be driven with a **driving licence valid for category “B”**, and the **maximum number of passengers** allowed to be transported is **9 persons**, in accordance with the vehicle registration card.

- 1.3. **Mechanical failure** means a technical defect of the vehicle which occurs for an unforeseeable reason during the policy period, at the time of concluding the insurance policy and / or when starting the trip abroad, resulting in vehicle inoperability (e.g. motor failure, electronic system failure or a flat tyre), or due to the nature of such defect, the motor vehicle is not allowed to be in service any longer by reason of authority requirements in effect at the location of breakdown (e.g. defect of windscreen wipers, safety belts, front and rear lights) and therefore it is qualified as inoperable.

**Mechanical failures shall not include defects occurring consequent upon any of the following:**

- the vehicle does not have the mandatory accessories as prescribed by law or by the manufacturer for the given vehicle type,
- the vehicle is not used in accordance with the technical specifications applicable to the vehicle model concerned or the failure has occurred by the user’s fault (e.g. use of inappropriate fuel, fuel depleted, key left in vehicle, etc.).

- 1.4. **Insured persons** (hereinafter: passengers) shall mean, for the purposes of the supplementary benefits by the Auto Extra Add-on, any persons staying as passengers in the Insured vehicle at the time that inoperability occurs – **qualified as Insured parties under a travel insurance policy in effect in respect of the location and at the date and time of the insured event - their number not exceeding the maximum number of passengers allowed to be transported as specified in the vehicle registration card.**

- 1.5. The Insurance Company is entitled to verify the inoperability of the vehicle in a repair facility of its own choice.

- 1.6. Under the “Auto Extra” add-on, the insurance coverage is offered **for foreign trips of no longer than 31 days.**

## 2. Insurance benefits

A claim for benefits **shall be notified to EUB-Assistance immediately** after the occurrence of the insured event. **The Insurance Company only undertakes to reimburse the costs of services used as arranged by EUB-Assistance. EUB-Assistance is entitled to determine the date of fulfilment of benefits arranged by the Insurance Company in coordination with the Insured. After the vehicle is towed to the repair facility, additional services may only be provided if the Insured orders the diagnostic test of the vehicle, the cost of which the Insured shall bear, and the results of the test are delivered to the Insurance Company.**

The Insurance Company shall pay the following insurance benefits in respect of **only one insured event during the period of insurance. If the Insurance Company delivers a covered service or pays a benefit for both a towing and a towed vehicle in respect of the same insured event, the benefits applicable to the covered passengers, as set out in Clause 2.2 below, shall be paid only once, up to the benefit limit set in respect of a single vehicle.**

### 2.1. Motor vehicle assistance services

#### 2.1.(1) Towing to a repair facility or on-site assistance

The service provider, arranged by the Insurance Company, attempts to repair the motor vehicle on the spot. The service provider partner of the Insurance Company will only offer simple repair services on the spot, which may be carried out under the given circumstances, without the use of special tools or spare parts, and

which do not harm the vehicle's guarantee or warranty. Such repairs include among others (also depending on the type of the vehicle), changing a flat tire, replacing lights or blown fuses). The insurance does not cover the costs of spare parts. On-site repairs to the motor vehicle to restore its operation shall be deemed temporary repairs; having the automobile repaired in a permanent and secure way as soon as practicable is the responsibility of the owner of the vehicle, and shall be obliged to do so at his/her own expenses.

If the vehicle's breakdown cannot be repaired on site, the Insurance Company undertakes to make arrangements for vehicle transport by a roadside assistance service to the nearest repair facility - within a distance of up to 100 km - which is suitable for completing the repair works. Such transport can also be directed to a dealer service at the client's request.

The insurance covers the transport costs of the vehicle to a repair facility by roadside assistance service.

The Insurance Company undertakes to provide the on-site emergency repairs and towing to a repair facility during the Insured's travel abroad **even in respect of insured events within the territory of the country of residence.**

### 2.1.(2) Vehicle storage

If the Insurance Company has made arrangements to transport the vehicle insured into a repair facility and vehicle repairs cannot be completed on the day of transport to such repair facility (e.g. due to the workload of the facility or a lack of spare parts), then the Insurance Company shall make arrangements for vehicle storage at a location within 20 km from the repair facility undertaking such repairs until the date of such repairs, and shall also cover the costs of storage as invoiced for a period of up to 5 days.

### 2.1.(3) Communication with the repair facility

The Insurance Company undertakes to keep contacts with the repair facility and to notify the Insured of the status of repair works based on the information received from the repair facility, provided that the Insured vehicle was organized to be transported to the repair facility by the Insurance Company.

**The Insurance Company shall not be liable for repair or diagnostic costs, nor for the quality of repair works, the fees charged by the repair facility, or for compliance with the repair deadline undertaken.**

### 2.1.(4) Transportation home by a roadside assistance service provider

In case of an insured event, if the **Insured vehicle** arranged to be transported to the repair facility by the Insurance Company **cannot be repaired within 3 days based on the written expert opinion issued by the repair facility on the basis of the diagnostic test ordered and paid by the Insured person (such 3 days to include the day of performing such diagnostic test)**, the Insurance Company undertakes to **make arrangements for the transportation home** of the vehicle to the address specified by the owner or operator Insured, located within the territory of the country of residence, **and to pay for such transport costs up to the sum insured specified for the benefit "Transportation home by a roadside assistance service provider", in excess of the respective deductible.**

**The Insured shall borne a deductible from the costs of transporting the vehicle home, which shall be promptly paid on-site to the transportation service provider as a condition precedence for the provision of the covered service related to the transportation home. If the combined mass of the automobiles or trucks is less than 2.5 tonnes, the deductible shall be HUF 25 000. If the combined mass of the automobiles or trucks or motor-bicycles is over 2.5 tonnes, the deductible shall be HUF 50 000.**

For the purposes of these conditions, vehicle repairs shall only include works required to enable the vehicle to reach the address specified as above, located in the country of residence, in a technical state of repair to comply with traffic regulations currently in effect.

## 2.2. Benefits applicable to Passengers of Vehicles

**Benefits for Passengers of Vehicles are available subject to compliance with the following criteria:**

- a) transport of the Insured vehicle to a repair facility has been arranged by the Insurance Company and completed, and**
- b) the Insured person has placed an order at the repair facility for vehicle diagnostics or repairs, which is not completed on the day of transport to the repair facility, or**
- c) the vehicle cannot be repaired as confirmed by the repair facility.**

If an insured event occurs, the Insurance Company undertakes to provide the following benefits to the Insured passengers of the vehicle, in the aggregate **up to the limit amount specified in the Table of Benefits for "K) - Benefits for Passengers of Vehicles"**, but within this, depending on the number of insured persons traveling in the vehicle, up to 100 EUR of each person insured:

### 2.2.(1) Trip continuation of vehicle passengers, return trip for repaired motor vehicle

The insurance company shall pay one of the following benefits as decided by the Insured (parties):

making arrangements for the **transportation** of the passengers and their baggage (up to 20 kg/person) **to their destination or to the country of their residence, or upon the completion of vehicle repairs** (if the vehicle may be repaired), making arrangements for their **return to the repair facility** as well as covering additional transport costs.

#### **2.2.(2) Reimbursement of accommodation cost for vehicle passengers**

**In the event that the trip of the Insured passengers cannot be continued on the day when the insured event occurs**, then the Insurance Company shall provide assistance to vehicle passengers by supplying information on making arrangements for hotel accommodation, and shall cover the costs of such accommodation until the first possible time for trip continuation, but for a maximum of 5 days.

#### **2.2.(3) Car rental arrangements**

The Insurance Company undertakes to make arrangements for renting a car suitable for transporting the passengers of the vehicle and their baggage (up to 20 kg/person) as well as to cover the **costs of delivery and rental**, provided that **the Insured complies with all the criteria stipulated by the car rental company (e.g. presentation of an embossed bank card, presentation of personal documents, etc.)**, and the **local car rental companies have free capacity**.

#### **2.3. Telephone and fax costs**

The Insurance Company undertakes to cover the telephone and fax costs of the Insured persons made necessary in connection with the insured event.

#### **3. Termination of coverage in respect of the Auto Extra Add-on**

The insurance coverage will terminate if the vehicle was withdrawn from traffic, or was stolen.

#### **4. The documents required for the payment of benefits under K) Motor Vehicle Roadside Assistance – Auto Extra Add-on (in addition to the documents listed in Clause 3.1.3 of IV./I. General Conditions):**

(1) a written certificate of inoperability and its reason by the mechanic or repair facility completing repairs or troubleshooting, and by the company transporting the vehicle, including the exact location and cause of the breakdown (detailed results of diagnostics), the expected duration of repairs (if repairs are unfeasible, the reasons therefor), an itemized list of the repairs completed, specifying separately the costs of on-site visits, repairs, transportation and component costs. The Insurance Company may request the submission of the confirmation of the order of the diagnostics test, the invoice issued in respect of the service, and the receipt of the payment.

(2) the original invoices for the costs incurred made out to the name of the Insured (in case of invoices referring to the vehicle, they must include vehicle identifiers - e.g. registration number, model, vehicle registration card number),

(3) in case of the transportation home of the vehicle, the Insurance Company may require the receipt to evidence deductible payment as a pre-condition for providing the benefit (such receipt shall include, in addition to the compulsory elements of a receipt, the vehicle registration number, the date and time of transport, and the points of departure and destination),

(4) in the case of a claim made with respect to telephone costs, the original telephone bill and a detailed list of calls, issued to the name of the Insured.

#### **5. EXCLUSIONS applicable to K) Motor Vehicle Roadside Assistance – Auto Extra Add-on (in addition to the exclusions listed in Clause 5 of IV./I. General Conditions).**

(1) The insurance does not cover vehicles which are used for the commercial transport of passengers or goods or vehicles which are used as rental cars.

(2) The insurance coverage shall not apply to quads.

(3) **The insurance does not cover** the following:

**(a) repair costs of the Insured vehicle (e.g. components, fitting, diagnostics),**

**(b) transportation of the baggage of passengers if it cannot be transported together with the Insured person (e.g. due to its size or weight),**

**(c) loss or damage caused by a company independent of the Insurance Company, performing repair and fitting works / transport.**

#### **L) Baggage Extra – Add-on Coverage**

**Benefits and services offered under L) Baggage Extra – Add-on Coverage, shall be subject to the provisions governing IV./II. D) Baggage Insurance, with the following derogations:**

##### **1. Insured baggage**

In respect of the Baggage Extra add-on coverage, the insured baggage shall only be a **digital or video camera, photo camera, drone or portable computer (refer to: Terms and Definitions)** specifically stated on the certificate of coverage which are not covered under the underlying insurance policy or any other insurance policy concluded with the Insurance Company.

The coverage shall only apply to **property items owned by the Insured or to the Policyholder - if the Policyholder is not a natural person, as evidenced by an invoiced, issued to name, showing the purchase of the property as new**, in the latter case on condition that the Policyholder has permitted the Insured to use or to hold the property during the foreign trip.

## **2. Insured events in respect of L) Baggage Extra – Add-on Coverage:**

(1) **damage to or loss of the travel baggage in a traffic accident or as a result of a fire started due to a mechanical failure of the motor vehicle,**

(2) **unlawful appropriation** of the baggage in a foreign country under the following circumstances:

a) **from under personal supervision.** For the purposes of these policy conditions, **personal supervision** means that the travel baggage is close to the Insured (or in case of an under-age Insured, close to a relative of legal age), at a place which is clearly visible and accessible for them, and in a manner that no third party can take it without physical violence or threat.

b) **from a locked building or apartment, if it can be clearly evidenced that the dwelling or apartment was forcefully broken into.** If the location has facilities for storing the baggage with advanced protection (e.g. in a safe), the Insurance Company shall be liable for loss arising out of unlawful appropriation only from such a place, and shall not be liable if the baggage was stored elsewhere.

c) only when a **drone may not be taken aboard in a hand luggage pursuant to the regulations of the departure airport, the Insurance Company shall be liable for the verified loss of the drone handed over to handling by the airline in the travel baggage.** Another **condition precedence** for coverage is that the baggage in which the drone is placed shall be wrapped in plastic by a company authorized to provide baggage wrapping service, as evidenced by an invoice, and the baggage shall be **handed over to the airline in such plastic wrapping.** The Insurance Company shall not be liable for damage to the baggage.

## **3. Insurance benefits**

The Insurance Company shall be liable for the used value, as of the date of the insured event, of the Insured's **baggage** damaged, destroyed or stolen in an insured event, **subject to a deductible of 20%, up to the sum insured stated in the certificate of coverage in respect of the Baggage Extra insurance add-on.** If the damaged property can be repaired, the Insurance Company shall reimburse the repair costs, subject to the limitations referred to above.

Property items covered under the Baggage Extra insurance add-on shall not be subject to single article limits, nor baggage limits.

**. The documents required for the payment of the insurance benefits** (in addition to the documents listed in Clause 3.1.3 and Clause IV./II. D) 5 of the IV/I. General Conditions): an original invoice issued to the name of the Insured evidencing the original purchase price, with a clear description and type of the property purchased.

**Európai Utazási Biztosító Zrt.**



## CANCELLATION INSURANCE (EUB2019-01ST)

*The Company belongs to the Generali Group, which is listed in the Insurance Groups Register by IVASS under registration number 26.*

Except when otherwise specifically agreed by parties, these insurance terms and conditions (hereinafter: policy conditions) shall be applicable to all insurance policies (hereinafter: insurance policy) concluded with Európai Utazási Biztosító Zártkörűen Működő Részvénytársaság (a company belonging to the Generali Group, listed in the Insurance Groups Register, registered seat: H-1132 Budapest, Váci út 36-38.; hereinafter: Insurance Company) with reference to these policy conditions.

All matters not regulated by these policy conditions will be governed by the provisions of Act V of 2013 on the Civil Code and the provisions of other effective Hungarian legislation.

The Customer Information of Európai Utazási Biztosító Zrt. will also be an integral part of the insurance policy.

**This insurance policy qualifies as a consumer contract.**

### Terms and Definitions

**(1) Accident:** A sudden, one-time, external physical and/or chemical impact occurring during the period of insurance, independently of the will of the person affected, which results in any anatomical injury confirmed by a specialist and requires acute, targeted medical procedure.

**(2) Cancellation penalty:**

In case of buying an **air ticket**, the Cancellation penalty shall amount to

- (a) any fee for the air ticket which is non-refundable under the air company's contractual terms and conditions;
- (b) the non-refundable airport tax and the Ticket Service Fee, provided that they are included in the Service Fee and the insurance premium was paid on the basis of such Service Fee under Clause 4.1.1 (1).

**(3) Penalty period:** The period during which the Buyer may only cancel the Service subject to Cancellation penalty payment.

**(4) Insured event:** includes events – causally linked to a future cause relative to the commencement of the insurance coverage which occur during the coverage period – upon the occurrence of which the Insurance Company shall pay the benefits specified in the relevant chapters herein, provided that there are no such conditions which may limit the insurance coverage pursuant to the provisions (e.g.: exclusions, exemptions) and the particular event(s) take(s) place in the geographical area which the insurance policy provides coverage for.

**(5) Insurance policy:** the confirmation of coverage as well as the policy conditions referred to therein, jointly.

**(6) Natural disaster:** for the purposes of these policy conditions natural disasters shall mean: **lightning, storm, hailstorm, rock-fall, avalanche, stone-fall, landslide, rainstorm, flood, earthquake**, the occurrence of which must be documented by the competent professional authorities on the spot.

**(7) Hospital:** Medical facilities providing in-patient care and licensed by the competent authorities and professional supervision operating in the country where the medical care is provided, and which operate under permanent medical control. The term **hospital** does not include: sanatoriums, rehabilitation centers, thermal or hydromineral establishments, alcohol and drug detoxification institutions, as well as hospital departments providing the above services.

**(8) Confirmation of coverage:** a written confirmation of coverage made available by the Insurance Company to the Policyholder, which includes the essential content of the policy, in particular the data of the contracting parties, the coverage period and geographical limit of the insurance, the insurance premium, the sums insured as well as reference to the applicable insurance conditions.

**(9) Close relative:** For the purposes of these policy conditions, close relatives include a spouse, a next-of-kin, an adopted-, step- or foster child, an adoptive-, step- or foster parent, and a sibling (brother and sister).

**(10) Online insurance sales system:** electronic sales applications used or approved by the Insurance Company, suitable for concluding insurance policies. An insurance policy concluded by using an online contracting system is a written contract, in respect of which the Insurance Company shall issue a confirmation

of coverage and shall make it available to the Policyholder together with the insurance terms and conditions applicable to such policy.

**(11) Physician:** any medical doctor holding a degree of Doctor of Medicine (MD) which documents a mastery of a medical specialization required for the specific medical treatment and is legally qualified as a practitioner of medicine at the place of the treatment, and who holds all licenses officially issued by the competent authority and/or professional board, required for exercising the specific type of medical care at the place of treatment, and is listed in the national registry of physicians. For the purposes of these policy conditions, the Buyer, or the person whose medical conditions trigger the occurrence of the insured event, or any of their relatives, or the persons living in the same household with them, shall not qualify as a physician, even if they comply with the requirements set out in the foregoing. **Medical care** shall only include medical and health care services provided by a licensed physician.

**(12) Medical opinion:** written medical documentation containing the diagnosis, the date and detailed description of the medical treatment, findings of the tests performed (including descriptions thereof in case of imaging tests), as well as a clear specification of the treating medical facilities and physicians.

**(13) Participant:** a natural person specifically named on the confirmation of coverage and in the Service contract, who is entitled to use the Service, e.g.: a passenger. If the participants are not identified in the contract governing the service by their name and date of birth (e.g.: in the case of entry tickets), then for the purposes of the insurance policy, participants shall be the persons specifically named on the confirmation of coverage, up to the total headcount defined in the contract governing the service. If the headcounts differ, the order of the names on the confirmation of coverage shall prevail, and the insurance coverage shall not apply to the persons in excess of the headcount specified on the confirmation of coverage.

**(14) Emergency medical services (EMS):** medical services verified in an official attending physician statement, which the person concerned receives for any one of the following reasons:

(a) the absence of immediate medical attention would probably endanger the life or health of the person, or may cause permanent and irreversible damage to the health of such person,

(b) the symptoms of the person (loss of consciousness, hemorrhage, acute infections, high body temperature, vomiting, etc.) justify immediate medical attention,

(c) the person suffers sudden and severe damage to health during the coverage period and requires immediate medical attention,

(d) if the person requires immediate medical attention after an accident.

**(15) Service:** any travel service, air, water or land passenger transport, accommodation service, or any related supplementary services or services provided individually (e.g. tour guide service, vehicle rentals, tickets to art or sports programmes) to be covered by this insurance policy if they are cancelled or interrupted by the Buyer or the Participant.

**(16) Booking the service:** if the Service Provider has entered the Buyer's order under the Service contract in its registration system as evidenced and has confirmed it in writing (e.g. an air ticket has been issued; accommodation has been booked, as evidenced, in the accommodation provider's booking system, according to the parameters set out in the order, and has been confirmed in writing), and the Buyer has paid the consideration for such Service to the Service Provider to the extent prescribed and by the deadline(s) indicated in the contract. **For the purposes of these conditions, travel service does not include any service the price of which has been settled by any kind of vouchers (e.g. Erzsébet vouchers, any vouchers issued by a travel services provider), or by any benefits available in a loyalty card or customer loyalty system (e.g. by using points collected).**

**(17) Service contract:** a contract concluded on the basis of the Buyer's order, in a form prescribed by legal regulation according to the type of Service, between the Buyer and the Service Provider or its representative, which includes in particular the description of such Service, the date of commencement, content and main features of such Service, the list of Participants as well as the rights and obligations of the contracting parties in case of any contract amendment or cancellation.

**(18) Service provider:** the business organization lawfully undertaking performance of the Service under the Service contract (in case of travel services: the travel organizer; in case of air, water or land passenger transport: the undertaking to perform passenger transport; in case of accommodation services: the accommodation service provider; in case of buying admission tickets to programmes, the seller of such admission tickets).

**(19) Commencement of service:** commencement of the service earliest in time out of the services covered by the insurance. In case of a flight, the time of commencement shall be the time of "check-in" at the airport.

**(20) Terrorist activities:** unlawful acts involving violence or the threat of violence which endanger human life, tangible or intangible assets or the infrastructure, in support of political, religious, ideological, ethnic purposes or which are intended to influence any government or to create fear and terror in the whole or a part of society, or which are suitable for the above.

## 1. PARTIES TO THE INSURANCE POLICY

**1.1 Insurance company: Európai Utazási Biztosító Zrt**, which, in consideration of the payment of insurance premium, provides coverage for the insured risk and undertakes the obligation to deliver insurance services set forth in the insurance policy if the legal ground exists.

**1.2 Policyholder** is the party that takes out the insurance policy and pays the insurance premium. If the policyholder and the insured are different persons, the policyholder is required to inform the insured of the insurance policy, of all legal statements he/she is delivered as well as of any modifications of the insurance policy, until an insured event occurs.

**1.3 Insured**, hereinafter referred to as the **Buyer**, is the party that has booked the Service and has paid the respective charges and fees, and who suffers a financial loss if the Service is cancelled or its provision is interrupted. The insurance benefit will be paid to the Buyer, or if the Buyer dies, to his/her heir.

## 2. CONCLUSION OF THE INSURANCE POLICY (TAKING OUT THE INSURANCE)

2.1 The insurance policy shall be concluded when the Policyholder's application is accepted by the Insurance Company, as attested by the confirmation of coverage delivered by the Insurance Company. **Only applications received through the online insurance sales system shall be deemed valid.**

2.2 The insurance policy may be taken out

- (a) until the **15<sup>th</sup> day prior to the commencement date** of the Service, at the latest,
- (b) if the booking is made within 14 days of the commencement of the Service, **only on the very day of booking the Service.**

2.3 The **Storno Kombi** product may only be taken out **together with the Insurance Company's travel insurance product** providing coverage for the Participants throughout the entire duration of the Service under the same insurance policy.

2.4 Applications which do not meet the requirements set out in Clause 2.2 and 2.3 are denied by the Insurance Company.

2.5. Pursuant to Section 6:452 of the Civil Code, the Policyholder is required to disclose any and all material circumstances relevant for undertaking the insurance which the applicant was or should have been aware of at the time when the insurance policy is taken out. The policyholder has complied with their disclosure obligation if they answer all the written questions asked by the insurance company provided that such answers are true and accurate.

The policyholder is required to notify the insurance company of changes in such material conditions in writing. If the obligation to disclose data and notify changes is infringed, the obligations of insurance company shall not set in, save for the case when it is proved that the concealed or undisclosed circumstance was known to the insurance company at the time when the insurance was taken out, or such circumstance did not contribute to the occurrence of the insured event.

## 3. GEOGRAPHICAL LIMIT OF THE INSURANCE COVERAGE

3.1 The geographical limit of the insurance policy refers to the geographical area where the insurance offers coverage in respect of certain insured events.

3.2 The insurance provides worldwide coverage, except for:

- (a) the territory of Antarctica and
- (b) the territory of countries or regions which are included in the list of **target countries and regions not recommended for travel** by the Ministry of Foreign Affairs of Hungary as of the first day of insurance coverage or on the day of the Insured's entry to the given country/region.

## 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 4.1. Obligations of the policyholder and the insured

#### 4.1.1. Payment of the insurance premium

(1) The insurance premium is received in consideration of the insurance coverage offered by the Insurance Company, its amount is specified in the insurance policy. This insurance policy may be taken out with a single premium payment. If the insurance premium is determined as a % of the sum insured, the premium shall be determined on the basis of the maximum amount of the cancellation penalty which may be claimed if the Service is cancelled (e.g.: price of airplane ticket without refundable duties, the cancellation fee applicable to accommodation prices, the highest cancellation penalty applicable to a travel services).

(2) The Policyholder is required to pay the insurance premium at the time when he/she takes out the insurance (concludes the insurance policy). The Policyholder has fulfilled his/her obligation to pay the insurance premium



as of the day when the insurance premium is paid to the Insurance Company or its representative (agent) in a verifiable manner.

#### **4.1.2. Notifying an insured event**

(1) The Buyer or the Participant must report the occurrence of an insured event within 12 hours – or if being hindered therefrom, without delay following the elimination of such hindrance – to EUB-Assistance, by specifying the following data:

- date of the cancelled Service, the name and address of the service provider
- name and address of the customer who entered into the contract governing the Service,
- name(s) of the Participant(s) cancelled,
- precisely specified reason for cancelling or interrupting the Service,
- if the reason for cancelling or interrupting the Service is someone's illness or accident, then the name, address and telephone number of the person who suffers from the illness or was injured in the accident – where such person may be contacted any time within 5 days following the notification – as well as the name and contact details of the medical service provider (e.g. doctor's office, hospital) where treatment is provided,
- the policy number
- the name, address and telephone number of the person notifying the event.

**(2) The Insurance Company will not be required to pay out the insurance benefits if the Policyholder and/or the Buyer fails to notify the insured event to EUB-Assistance or to the Insurance Company within the prescribed deadline, or they fail to provide the required information, or they fail to allow for checking the content of the information provided, and as a result material conditions or circumstances necessary for the assessment of the claim may not be revealed.**

(3) If the statements made by the Policyholder or the Buyer to the Insurance Company unreasonably differ from each other or the reasonable or factual justification for such derogation is not evidenced, the Insurance Company shall accept the earlier statement as true and correct.

#### **4.1.3. Submitting documents required for benefit payout**

When submitting an insurance claim, the documents listed below shall also be submitted by the Policyholder or the Buyer:

- (a) the reference number of the confirmation of coverage, as well as any other certificates of coverage or other document to provide evidence for an insurance policy taken out from another insurance company for the same insurable interest and in force on the day of the insured event,
- (b) a truthfully and accurately completed insurance claim form supplied by the Insurance Company and signed by the Buyer or his/her representative,
- (c) a receipt or bank statement to evidence the payment of the insurance premium,
- (d) the contract governing the Service, as well as a confirmation issued by the service provider about booking the Service, which contains the description of the Service and its scheduled date, as well as the names of the Participants,
- (e) the invoice evidencing the price of the booked Service, and the certificate or bank account statement to evidence that the Buyer has paid the price of the Service to the service provider,
- (f) if the service is cancelled, the invoice made out by the Service Provider evidencing the cancellation penalty, showing the scheduled date of the cancelled Service, identification data of the cancelling Participants and cancelled services, the amount of the penalty and the date of the cancellation,
- (g) if the date of the service is modified, the invoice evidencing the costs of the modification and the receipt evidencing payment. Additionally, in this case: the service provider's statement specifying the maximum amount of cancellation penalty which the Buyer should have paid if the service had been cancelled at the same time, unless the service contract explicitly states it,
- (h) in case of flight ticket cancellation, certification by the Service Provider (e.g. airline) on the date and time of cancellation and the identity of the Participants failing to use the service, and on the non-refundable part of the consideration for such flight tickets,
- (i) a written statement of cancellation submitted by the Buyer to the Service Provider,
- (j) the intact and complete voucher and/or airplane ticket made out by the Service Provider for the services not used,
- (k) a copy of the GP's log record printouts; medical findings issued by specialists, hospital discharge summaries, including at least the following data:
  - tests performed, diagnosis, recommended treatment,
  - in the event of a chronic condition: in what respect the symptoms detected differ from the patient's previous state; when the person concerned consulted a physician in connection with the given disease



within one year before the booking was completed, with what complaints and what treatment was received by him/her (complete documentation of medical care, copy of medical log and test findings),  
– as at the time of medical examination, when the patient's medical condition is expected to improve to such an extent – from the medical point of view – that he/she will be able to use the Service (to travel),  
– medical log number or case number, or in case of computerized data recording, a printout of treatment-related data,  
– date, the physician's seal number and workplace identifier,

- (l) in the case of specialist care, the statement of settlement; in case of private medical care, the medical bill of the treatment received, and the certificate of payment.
- (m) the death certificate,
- (n) in the event of the Buyer's death, the final grant of probate, or an abstracted copy or official copy thereof which clearly identifies the heir(s) and the notary's data, and/or the certificate of inheritance,
- (o) in the event of damage to or loss of the Participant's property, a police or fire department report certifying the occurrence and extent of such damage as well as the circumstances of the event, and/or a certificate of the insurance company,
- (p) in the event of a road traffic accident, a copy of the police report,
- (q) if the reason for the service cancellation or interruption is the illness or accident of a particular person, a declaration issued by such person, or by a relative authorized to act on behalf of the person, whereby they exempt the physicians and medical institutions providing the medical treatment from their confidentiality obligation with respect to the data required by the insurance company for the assessment of the claim,
- (r) if documents are stolen, a copy of the report made at the police department,
- (s) if the employment is terminated: a copy of the personal identity card, a copy of the employment contract, a copy of the official certificate of employment issued by the employer on the last day at work, a copy of the document of employment termination (reasoned termination by the employer or the data sheet of the Insurance Company for this purpose, fully completed and signed by the employer, as well).
- (t) with respect to a failed high school graduation examination, a certificate issued by the competent educational institution confirming the date of the failed exam, and optional dates of a resit,
- (u) in case of summons for witness by court or authority, a copy of the writ of summons, as well as written certification of the fact that no absence was granted by such court or authority,
- (v) as regards claims relating to divorce petitions, the official documents evidencing the existence and the date of the petition,
- (w) to certify preventive treatments required in respect of the destination: vaccination booklet, a copy of the invoice or bill evidencing that the medicine has been purchased.
- (x) in case of a ticket entitling for a Service, the original ticket, or – in case of an electronic ticket or any ticket printed out by the Buyer – evidence by the Service Provider that such ticket has been disabled, meaning that it may not be used further on to make the service available or – in case of a certificate issued after the program concerned (e.g. performance / match) –, that such ticket has not been used for such service, and in both cases, evidence on any ticket fee refund concerning the given ticket together with the amount thereof.
- (y) if the insurance claim is related to pregnancy, the medical document issued by the obstetrics and gynaecology specialist who first confirmed the pregnancy as well as the pregnancy booklet issued by the competent health visitor services.

#### **4.1.4 The Buyer's obligation to prevent and mitigate loss or damage**

- (1) In the conduct of their activities, the Buyer shall exercise all reasonable and usual care which may be expected in the particular circumstances.
- (2) When an accident occurs or the symptoms of a disease appear, the Insured shall seek medical help within one (1) day, and shall continue to receive medical treatment until the end of the healing procedure.
- (3) If the Buyer travels abroad during the coverage period, he/she shall be required to take health-related preventive measures as prescribed by the National Public Health and Medical Officer Service (ÁNTSZ) in respect of the area of travel, including any required protective vaccination, preventive medication, administered as necessary and at the appropriate time(s) as evidenced.
- (4) The Buyer is required to cancel the Service at the service provider no later than within 1 workday after learning about a reason for cancellation. **The Insurance Company will pay a benefit which corresponds to the cancellation penalty required to be paid by the Buyer as at that time.**
- (5) The insurance shall not cover the costs that may arise during activities which are carried out to prevent loss or damage.
- (6) All fully justified and reasonably incurred costs arising from the mitigation of loss shall be borne by the

insurance company up to the sum insured, even if the mitigation was unsuccessful. The policyholder and the insured are required to take all measures necessary to mitigate loss or damage according to the insurance company's requirements and the instructions given consequent upon the occurrence; and in the absence thereof, according to the requirement of conduct generally acceptable in the given situation. The rules of exclusions may also be applied to the mitigation of loss.

## **4.2. Obligations of the insurance company**

### **4.2.1. Insurance coverage**

(1) The Insurance Company undertakes to provide coverage in respect of certain insured events specified in Clause 4.2.2 in consideration of the payment of the insurance premium.

(2) The insurance coverage will commence at the earliest when the insurance policy is concluded and at the same time the insurance premium is duly paid, and

- (a) If the **service is cancelled or modified**, the insurance coverage shall commence on the first day of the penalty period, or for subsequent booking, on the day when the Service is booked. The insurance coverage will be in force until the commencement of the Service— if hours and minutes are not specified, until 24:00 p.m. of the day when the Service is started – but for a maximum of 365 days, or for a maximum of 550 days under a Storno Basic product.

When using a scheduled public transport service, the commencement time of the service shall be the time when the vehicle leaves the departure station with the Participant aboard.

- (b) In respect of **Service interruption**, the insurance coverage shall commence on the commencement date of the Service, following the commencement time of the service, and shall be in force until the Service is finished as specified in the contract governing the Service, and in case of Storno Kombi type products, until the expiry of the underlying travel insurance policy at the latest.

### **(3) Insurance coverage for Service cancellation**

**(a) on the day of taking out the insurance policy, and**

**(b) in the event that an insurance policy is taken out after the date of booking the Service, and coverage commences simultaneously therewith, in the first 5 days of coverage, shall only apply to accidental events.**

### **4.2.2 Insured event**

(1) In respect of **Service cancellation or modification**, the insured events shall include:

The Participant is unable to use the booked Service at the scheduled time by reason of any of the following circumstances arising any time during the period of coverage and lasting until the end of the coverage period, and therefore the Buyer cancels the Service in respect of such Participant, or modifies its original date to a later date, or offers it to a different Participant, as a result of which they are required to pay a cancellation penalty or a rebooking/modification charge.

- (a) the Participant's sudden illness, with no history of related symptoms, or accident as a result of which the Participant was required to receive emergency medical care before cancelling the Service, or the Participant's death before starting to use the Service;
- (b) a sudden illness or accident of a close relative of the Participant, or a close relative of a spouse or life partner of the Participant who also qualifies as a Participant under the same contract, which occurs without any precedence, and as a result of which the person concerned reasonably received emergency medical care prior to the cancellation of the Service, or if any of the above persons die before the commencement of the Service,
- (c) loss of or damage to the Participant's property caused by fire, natural perils, or third-party crime,
- (d) any of the Participant's passport and / or identity card, driver's licence, or the vehicle registration card of the vehicle owned by the Participant are illegally misappropriated prior to the commencement of the Service, and replacement thereof is not feasible until Service commencement - not even subject to accelerated proceedings -, provided that the Service cannot be used without the documents above,
- (e) the employment relationship of the Participant - or in case of minors, that of either of the parents - is terminated, out of no fault of their own, through termination by the Employer, provided that such employment relationship at the Employer concerned had been concluded for an indeterminate period and for at least 30 hours of work per week, and it had existed without interruption for at least one year at the time of booking the Service. The date of the insured event is the date of termination by the employer; however, the Insurance Company undertakes to provide the benefit after submission of the employer's certificate issued on the last day at work, at the earliest,
- (f) if the insurance policy was concluded on the same day when the service was booked, the Participant's pregnancy, confirmed by a Gen-OB specialist no later than before the end of the 10<sup>th</sup> gestation week,

shall also be an insured event, provided that the Participant's pregnancy was not known when the service was booked,

- (g) if the pregnancy was already known at the commencement of the insurance coverage and the end date of the booked service is before the end of the 29<sup>th</sup> gestation week, then only unexpected pregnancy complications shall be deemed as insured events (and shall be covered under the policy) as a result of which using the Service is medically contraindicated as evidenced by the medical specialist's written statement, including reasons. Unless the service ends until the end of the 29<sup>th</sup> gestation week, the Insurance Company shall not be liable for any loss arising out of cancellation due to complications of the pregnancy,
- (h) a matrimonial action brought by one of the spouses against the Participant – or in respect of a minor, against his/her parent – during the period of coverage. The date of the insured event is the date of notification of the defendant by the court on such matrimonial action.
- (i) if the Participant fails his/her high school graduation examination during the period of insurance, and the examination resit will take place during the scheduled term of the Service or within one month afterwards,
- (j) if the Participant is summoned unexpectedly in writing to be heard as a witness by any authority or court during the coverage period, and he/she should attend the court or authority hearing within the duration of the Service, and the authority or court does not accept the use of the Service as a valid reason for being unavailable.

(2) The date of the insured event is the date of the cancellation, but **Insurance Company will regard the date of the cancellation to be the first workday after the reason for trip cancellation becomes known**, and pays a benefit which corresponds maximum to the cancellation penalty required to be paid by the Buyer as at that time.

(3) If the booking was made for a total of up to five persons, then the occurrence of any of the circumstances listed above in respect of one Participant shall be deemed as a reason for cancellation for each Participant.

(4) In respect of **Service interruption**, insured events shall include:

For any of the reasons below, occurring during the period of coverage, the Participant interrupts the Service already commenced and permanently leaves the area where the service was provided at least one day before the date planned, but at the latest on the day preceding the last day of coverage:

- (a) an unexpected illness with no pre-existing conditions or an accident of the Participant or of a close relative who also qualifies as a Participant under the same contract, as a result of which they require emergency medical attention after the start of the service provision but prior to the interruption of service provision, and then they are required to be repatriated home in order to have the medical treatment continued,
- (b) the death of the Participant, or of the Participant's close relative, or of a close relative of his/her spouse or life partner during the coverage period,
- (c) a close relative or life partner of the Participant, or a close relative of his/her spouse or life partner who uses the Service under the same contract, suffered a life-threatening medical condition, as evidenced by medical documentation,
- (d) loss of or damage to the Participant's property caused by fire, natural perils, or third-party crime,

#### **4.2.3 Insurance benefit**

(1) Under the insurance policy, the insurance company undertakes to pay the insurance benefits set out in these policy conditions if an insured event occurs and is notified, and the legal basis for the benefit payout is verified.

**The Insurance Company offers the service as indemnity coverage, and its liability shall be limited to the sum insured stated in the insurance policy, subject to the limits set out in the table below. The limits stated in the Table of Benefits shall be jointly applied to more than one insurance policies taken out with the Insurance Company in respect of the same reservation concerned. In case of several policies, the Insurance Company shall pay benefits based on the policy to provide the highest amount of benefits, and shall refund the insurance premium on any remaining policies.**

	<b>Insurance Product: Maximum sums insured and deductibles (HUF)</b>			
	<b>Storno Kombi Mini</b> (may be taken out together with the travel insurance policy)	<b>Storno Kombi Standard</b> (may be taken out together with the travel insurance policy)	<b>Storno Kombi Plus</b> (may be taken out together with the travel insurance policy)	<b>Storno Basic</b> (may be taken out independently)
Upper limit of the sum insured per booking* and per insured event:	1 000 000	2 000 000	4 000 000	2 000 000
Including a maximum sum insured per Participant:	300 000	800 000	2 000 000	500 000
Including a maximum sum insured per flight ticket in respect of the Ticket Service Fee:	15 000	15 000	15 000	15 000
In respect of cancellation, deductibles payable by the Buyer as a percentage of the benefit payout:	0%	0%	10%	20%

\*The Insurance Company does not apply a booking limit if the participants of the booking are not relatives, and the booking is for at least 6 persons.

#### **(2) Under-insurance:**

If the sum insured is less than the total price of the Service, **the insurance benefit payable by the Insurance Company shall bear the same proportion to the sum insured, as the proportion of the invoiced cancellation penalty to the total Service price. The amount of benefit thus specified shall be reduced by the current amount of deductible.**

(3) In the case of **Service cancellation**, the Insurance Company will indemnify the Buyer for any amount invoiced as cancellation penalty to the Buyer by the Service Provider under the contract governing the Service, or **in the case of rebooking**, the costs of rebooking evidenced by an invoice, but only up to the amount of a cancellation penalty applicable to cancellation on the same date, less the applicable **deductible**. If the service is rebooked or modified, the Insurance Company shall only reimburse rebooking costs applicable to the same location, duration and service level, and shall not reimburse additional costs arising out of a more expensive location, longer duration or higher or more complex service level.

**When the Insurance Company has paid the indemnity in respect of a rebooking, the insurance coverage shall not apply to the rebooked service; i.e.: no additional coverage is offered in that respect.**

**The Policyholder may, however, purchase a new insurance policy to cover the rebooked service (without the rebooking costs indemnified by the Insurance Company, which shall not be covered under the new insurance policy).**

(4) In case of **Service interruption**, the Insurance Company will indemnify the Buyer for any pro-rata consideration for services not used but paid before the commencement of the Service.

(5) The Insurance Company shall be liable for the costs of visa if the visa is only valid for the duration of the booked travel service or for another six months following it.

**(6) With respect to any one insured event, the Insurance Company's liability shall be limited to HUF 300 million, regardless of the number of insurance policies or the number of insured parties.**

(7) The Insurance Company and its assistance service provider undertake to maintain communication with the Insured or the person acting on behalf of the Buyer in Hungarian or in English. In the case of disputes, statements made in Hungarian shall prevail.

#### **4.2.4 The Insurance Company's right of inspection**

(1) If the reason for the cancellation is an accident or illness, the **Insurance Company shall be entitled** to verify if the cancellation was reasonable **by appointing a medical expert** to issue a professional opinion, even **on the basis of personal examinations**, if required.

**(2) The Buyer is required to be available** for a medical examination **at the date specified by the Insurance Company, or to procure that the person affected by the accident or illness should also be available** for medical tests. All costs incurred from a personal examination requested by the Insurance Company (including only the physician's fee, travel costs or the cost of diagnostic examinations incurred by the person examined) shall be borne by the Insurance Company.

#### 4.2.5 Due date of the insurance payout

(1) The Insurance Company will process a filed insurance claim **upon receipt of all the documents necessary for the assessment of the claim** and will send a written notification of making a benefit payout if the claim is grounded, or of refusing payment, with reasons, **within fifteen (15) workdays**.

(2) If the documents required by the Insurance Company are not submitted or are incomplete despite the Insurance Company's reminder, the Insurance Company may refuse the claim or may assess it on the basis of the documents available.

### 5. Cases when the Insurance Company is relieved of payment of insurance benefits

5.1 The Insurance Company shall be relieved of its obligation to provide insurance benefits if the Insurance Company can prove that the insured event was caused unlawfully, by deliberate conduct or in gross negligence:

- (a) by the Policyholder, or the Buyer, or any relatives thereof living in the same household with them, by any company member authorized for business management, or by any of their executive officers, or employees holding an executive position,
- (b) by the Policyholder or the Buyer failing to comply with their obligation to prevent and/or mitigate loss and damage.

5.2 Gross negligence shall include the following in particular:

- (a) the insured event is caused by a pathological addiction or any overdose of medication, alcohol or drugs,
- (b) alcohol intoxication at the time when the insured event occurred,
- (c) the Passenger's recreational drug use or abuse of narcotic substances or medical drugs, unless they were prescribed by a physician, and were taken in the recommended manner,
- (d) driving a motor vehicle which did not have a valid certificate of registration, or driving a motor vehicle which the driver of such vehicle did not have a valid driving license for,
- (e) events which have occurred in relation to failure to comply with the rules applicable to the particular activity, issued by the authorities with competence at the place of the activity or by the operator of the given facilities; in the case of work, failure to observe the rules and the health and safety requirements applicable to such an activity, and in respect of sports activities, failure to meet the general safety rules of the particular sport (e.g.: protective equipment not used).

### 6. Exclusions

6.1 The insurance does not cover events caused in whole or in part by:

- (a) abnormal mental conditions,
- (b) ionizing radiation,
- (c) nuclear energy,
- (d) war, combat operations, hostile actions of foreign forces, civil disorders, coup d'état or attempted coup d'état, riots, civil war, revolution, rebellion, demonstrations, processions, labor acts, terrorist acts, workplace disorder, border conflicts, insurrection.
- (e) suicide or attempted suicide,
- (f) the Participant's pathological addiction or any overdose of medication, alcohol or drugs, or withdrawal of these
- (g) use of any weapon,
- (h) the state of being under the influence of alcohol of the user of the Service,
- (i) the drug use or abuse of narcotic substances or medical drugs, unless they were prescribed by a physician, and were taken in the recommended manner, by the person who is provided the Service

6.2 Furthermore, the insurance does not cover:

- (a) any amount of duties ("tax") or elective programs, unless – pursuant to the travel contract – this amount may not be reimbursed in the event of cancellation and this fact was taken into consideration at the time of calculating the insurance premium,
- (b) consequential and non-material loss or damage.

(c) any service the price of which has been settled by any kind of vouchers (e.g. Erzsébet vouchers, any vouchers issued by a travel services provider), or by any benefits available in a loyalty card or customer loyalty system (e.g. by using points collected).

**6.3** If the insurance policy is concluded without medical underwriting (medical history statement or medical tests), the insurance shall not cover diseases or accidents which:

- (a) are in part or in whole caused by any medical condition (e.g.: disease, complaint, symptom) which existed prior to the inception date of the insurance policy or the booking of the Service in the case of cancellation, and prior to the commencement of the insurance coverage in case of an interruption,
- (b) are treated by a physician within one year prior to the commencement of the insurance coverage or the conclusion of the Service contract, or such medical treatment would have been medically required irrespective of the date of diagnosing such disease of the person by reason of whom the Service has been cancelled or interrupted,
- (c) are in connection with any permanent disability of the Service User that had been diagnosed prior to the commencement of the coverage period.

**6.4** If the cost of travel or transport home of the Participant is paid by the Insurance Company under a separate travel insurance policy, then in the case of Service interruption the Buyer shall not be entitled to the reimbursement of the part of the premium to cover travel home.

**6.5** Furthermore, the insurance does not cover any inability to travel due to:

- (a) psychiatric and psychological disorders,
- (b) control tests, post- or follow-up treatment,
- (c) diseases or accidents on account of which any of the following types of treatment were only applied: physiotherapy treatment, acupuncture, therapeutical gymnastics or natural healing. Exceptions therefrom include cases when any of the treatments above were applied on the basis of prior medical examination, to the physician's indication.
- (d) sexually transmitted diseases, acquired immunodeficiency syndrome (e.g. AIDS), or related illnesses,
- (e) pregnancy or usual pregnancy symptoms, except for the case and up to the date set out in Clause 4.2.2.(1)(f).
- (f) cancellation or interruption of the service due to pregnancy or childbirth is not covered, not even in the case of complications with pregnancy, if the end date of the Service is earlier than the end of the 29<sup>th</sup> gestation week,

- if a physician advises against using the Service even if the pregnancy is smooth and healthy, and the Service was booked after the confirmation of the pregnancy or after the 10<sup>th</sup> gestation week,

(g) termination of employment, provided that:

- employment is with an employer against which bankruptcy or final dissolution proceedings were in progress at the date of commencement of insurance coverage, or liquidation proceedings were instituted against such employer, on the basis of which liquidation was actually ordered,
- the party exercising the employer's powers is a close relative of the Buyer or the Participant or if the Buyer or the Participant has a majority control over such employer as set out in Section 8:2 of the Hungarian Civil Code,
- the employment is terminated any time during the probationary period,
- employment is terminated by the employer for cause, in relation to old age retirement or disability,
- the Participant was aware of it even before the date of commencement of insurance coverage.

**6.6** Furthermore, the insurance does not cover cases when the competent authority refuses to grant permission to enter any of the countries included in the trip which is necessary to be provided the service, or fails to issue such permission by the time of the planned commencement of the travel service, or the Participant does not have the personal documents required for such travel or they are invalid (except for the case set out in Clause 4.2.2.(1)(d)).

**6.7** The insurance does not cover costs incurred in relation to actions taken to prevent loss or damage.

**6.8** The insurance does not pay out on damage or loss which is the result of the Participant's failure to comply with his/her duty to prevent and mitigate loss within the meaning of Clause 4.1.4.

## **7. Termination of the policy and the insurance coverage, premium refund**

7.1 The insurance policy, and at the same time the insurance coverage will terminate in the following cases:

- (a) at the maturity date specified in the insurance policy,
- (b) if the Buyer dies,
- (c) if the Policyholder files a claim for premium refund, at the date of submitting such claim for premium refund, and/or at the date and time from which the Insurance Company reimburses the premium, for the period commencing therefrom.

7.2 The Policyholder is entitled to cancel the insurance policy with immediate effect in the form a **premium refund claim**, in accordance with the following:

7.2.1 The Insurance Company agrees to refund the total amount of the insurance premium, if the Policyholder files a written claim for a premium refund no later than on the day before the commencement of the insurance coverage (before the first day of the cancellation timespan), and it can be definitely established that the insurance policy has been concluded.

7.2.2 The Insurance Company undertakes to make a partial premium refund only if the Policyholder files a written claim for a premium refund before the last day of the covered period, and the Buyer submits a written statement that he/she has no insurance claims against the Insurance Company arising out of the insurance policy concerned, and it can be definitely established that the insurance policy has been concluded. The amount reimbursed by the Insurance Company shall be a pro-rata insurance premium due from the day following the date of submission of the claim for premium refund to the policy expiry date.

## **8. Period of limitation**

**(1) The limitation period of claims arising under this policy shall be 2 (two) years.**

(2) The limitation period will commence at the following points in time:

- (a) if an insured event is not notified to the insurance company, then at the time when the insured event occurred,
- (b) if an insured event is notified to the insurance company, then after the 15<sup>th</sup> day following the date when the last document was received by the insurance company,
- (c) if an insured event is notified to the Insurance Company and if the documents or information required by the Insurance Company are not submitted or disclosed, on the day following the deadline of the document submission or information provision set out by the Insurance Company, or in the absence of such a deadline, on the day following the 30<sup>th</sup> day of the issue date of the written communication served for that purpose.
- (d) in other cases, at the date when the claim falls due.

## **9. Provisions Different from the Provisions of the Hungarian Civil Code**

**The limitation period applicable to claims arising out of or in relation to the insurance policy will be two (2) years, which provision derogates from the standard provision set out in Section 6:22 (1) of the Civil Code.**

**Európai Utazási Biztosító Zrt.**

## **Customer Information and General Provisions Governing Insurance Policies**

Thank you for placing confidence in Európai Utazási Biztosító Zrt. by completing an application to take out an insurance policy from us.

We kindly request you to carefully read the following information whereby we wish to introduce our company, and the company's organizational units dealing with customer complaints and notifications. You will be advised about the name and address of the financial authority supervising insurance companies in Hungary. You may learn how customers can submit complaints to the National Bank of Hungary and to Financial Arbitration Board, according to the nature of such complaint, or how they may bring their case to court. You will find useful information on the statutory provision governing the protection and management of personal data.

You may read the list of organizations and bodies to whom, pursuant to the Act on Insurance Institutions and the Insurance Business, as amended from time to time (hereinafter: Insurance Act), the insurance company is allowed to disclose customers' personal data which qualify as confidential data related to insurance. This document will cover the most important to-dos before signing an insurance application, including information on the concepts and practice of personal data management, in order to allow you to make an informed legal statement about your intention to take out an insurance policy. You may also find useful information on the rules of taxation with respect to insurance policies, as well.

This Customer Information and General Provisions Governing Insurance Policies (hereinafter: Customer Information) also sets out general provisions applicable to all insurance policies taken out from the company.

In addition to the provisions set out in the Customer Information, the legal relationship concluded under the insurance policies taken out from the company shall also be subject to the general terms and conditions and special conditions (hereinafter jointly: policy conditions) - depending on the type of the insurance policy - while its contents shall also include the statements and declarations of the policyholder/insured, as well as the information disclosed in response to the questions specifically asked by the insurance company.

All matters not regulated in this Customer Information or in the policy conditions will be governed by the provisions of the Hungarian Civil Code and other effective Hungarian legislation.

### **I. Information about the Insurance Company**

Európai Utazási Biztosító Zártkörűen Működő Részvénytársaság (European Travel Insurance Company Ltd.) commenced operations on the Hungarian insurance market on January 1 1997.

Registered Seat: H-1132 Budapest, Váci út 36–38.

Telephone: (36-1) 452-3580,

fax: (36-1) 452-3312.

Company Registration Number: 01-10-043228, at the Court of Registration of the Metropolitan Court of Budapest

The company's share capital: HUF 400 000 000

Primary business activity: non-life insurance.

Company form: company limited by shares

Company classification: private

The Company's shareholders:

Generali Biztosító Zrt. 61%

Europäische Reiseversicherung AG, München 26%

Europäische Reiseversicherung AG, Vienna 13%

### **II. Customer Service**

If you have any questions or problems in connection with your insurance policy, you may contact our customer service where our staff will be ready to assist you with your inquiries.

### **Customer Service – Contact Information**



**Telephone:** (36-1) 452-3580  
**Fax:** (36-1) 452-3312  
**E-mail:** [ugyfelszolgalat@eub.hu](mailto:ugyfelszolgalat@eub.hu)  
**Customer Service Address:** H-1132 Budapest, Váci út 36–38.

For further information you may visit the company's website at [www.eub.hu](http://www.eub.hu).

### III. Handling Complaints

You may lodge a complaint about the conduct, activity or omission of the insurance company, agents of the insurance company, or ancillary insurance intermediaries contracted by the insurance company which you believe to be detrimental in **writing or verbally** to any of the company's contact points specified above in accordance with the following:

You may make a **verbal complaint** in person at any of our walk-in customer service offices, **from 8 to 16.00 hours from Monday to Wednesday and on Friday, and from 8.00 to 17.00 hours on Thursday.**

**Verbal complaints by telephone can be made** in the same periods as above – except for Thursdays, when complaints may be made between 8:00 and 20:00 hours.

You may find additional detailed information about the company's complaints management process and practices as well as about the method of keeping records of complaints at the company's website or in the complaints management policy made available to customers in our customer service offices. You are kindly reminded that the form titled 'Customer Complaint' is available at the Financial Supervision's website, which can also be used for lodging your complaint to the insurance company.

Please note that pursuant to Regulation No 524/2013/EU of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes implemented in the Member States of the European Union, the European Union established an alternative online dispute resolution (ODR) platform at Union level, available at <http://ec.europa.eu/odr>.

The platform may be used to initiate out-of-court resolution of disputes concerning contractual obligations stemming from online sales or service contracts between a consumer (private individual) resident in the Union and a trader established in the Union.

The online dispute resolution platform may also be used to settle financial consumer disputes.

The Regulation should not apply to disputes between consumers and traders that arise from contracts concluded offline and to disputes between traders.

The Regulation directly applies to financial service providers established in Hungary, including Európai Utazási Biztosító Zrt, if the insurance contract between the consumer and the insurance company has been concluded by the consumer on the website of the insurance company, or of the insurance intermediary (typically without the engagement of the insurance intermediary) through an application used for contract conclusion.

Pursuant to the Regulation consumers may initiate out-of-court resolution of disputes on the platform. The body authorized for out-of-court resolution of disputes in Hungary is the Financial Arbitration Board.

The National Bank of Hungary issued a consumer advice on the online dispute resolution (ODR) platform, which may be read at:

<http://mnb.hu/felugyelet/engedelyezes-es-intezmenyfelugyeles/fogyasztovedelmi-kapcsolattartoknak-szolo-informaciok/online-vitarendezesi-platform>

### IV. Financial Supervision

The operation of the insurance company is supervised by the **National Bank of Hungary** (hereinafter: NBH or Financial Supervision)

#### Financial Supervision – Contact Information

**Registered Seat:** 1054 Budapest, Szabadság tér 9.  
**Mailing Address:** Magyar Nemzeti Bank (National Bank of Hungary) 1850 Budapest  
**Central telephone number:** (36-1) 428-2600  
**Central fax number:** (36-1) 429-8000  
**E-mail:** info@mnbb.hu  
**Web address:** <http://www.mnbb.hu/felugyelet>  
**Customer Service Address:** H-1013 Budapest, Krisztina krt. 39.  
**Telephone number of the Customer Service:** (36-80) 203-776  
**Customer Service Email Address:** [ugyfelszolgalat@mnbb.hu](mailto:ugyfelszolgalat@mnbb.hu)

You are kindly reminded of the Financial Supervision's customer protection website (<http://www.mnbb.hu/fogyasztovedelem>), where you may find useful information and comparison tools.

IV.1. Our company is licensed to pursue activities which are supervised by the NBH. With respect to the supervised activities, the Financial Supervision shall, upon request or of its own motion, monitor compliance with:

- a) the provisions of the Insurance Act or the regulations adopted for its implementation laying down provisions as to business-to-consumer commercial practices in connection with the insurance company's activities for the pursuit of the supply of services, and
- b) the provisions of the Act on the Prohibition of Unfair Business-to-Consumer Commercial Practices,
- c) the provisions of Act on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities; and
- d) and the provisions of the Act on Electronic Commerce and on Information Society Services [Subsections a)-d) hereinafter collectively referred to as consumer protection regulations ]; furthermore
- e) the provisions on meeting obligations in relation to consumer disputes of a financial nature, and - with the exception of the regulations pertaining to the conclusion, validity, legal aspects and termination of policies, and cases of breach of contract and the related legal ramifications - shall take action in the event of any infringement of these provisions (hereinafter: consumer protection proceedings).

Consumer protection proceedings may be initiated at the Financial Supervision by consumers, as defined in the Act on the National Bank of Hungary, after having lodged a complaint orally or in writing with the insurance company if the consumer did not receive a response, or the investigation of the complaint was not in compliance with the law, or another infringement of consumer rights, defined in the legislation referred to above, may be presumed from the response of the insurance company.

The Financial Supervision, however, has no power to act in legal disputes which relate to the conclusion, validity, legal aspects and termination of insurance policies, or to any cases of breach of contract and the related legal ramifications.

## **V. Financial Arbitration Board Proceedings, Mediation Proceedings, Litigation**

V.1. The Financial Arbitration Board is a professionally independent body operated by the National Bank of Hungary. In order to settle financial consumer disputes arising from or in relation to the conclusion of the insurance policy or the payment of insurance benefits or proceeds out of court, the consumer may file a claim with the Financial Arbitration Board. The Financial Arbitration Board shall attempt to reach a conciliation agreement or, failing this, to adopt a decision in the case to enforce consumer rights simply, efficiently and practically and under the principle of cost-efficiency.

Initiation of arbitration proceedings is subject to a previous attempt by the customer to resolve the disputed matter through direct negotiations with the insurance company, or a leniency application rejected by the insurance company.

### **Financial Arbitration Board – Contact Information**

**Registered Seat: 1054 Budapest, Szabadság tér 9.**  
**Customer Service:** H-1013 Budapest, Krisztina krt. 39.  
**In respect of settlement issues, policy amendments, write to:** H-1525 Budapest, PO Box: 670.  
**In respect of general matters, write to:** H-1525 Budapest, PO Box: 172.  
Telephone: (36-80) 203-776

You may find further information on the operations of the Financial Arbitration Board (including the Board's Rules of Procedure) at <http://www.mnb.hu/bekeltetes>.

V.2. In addition to other non-litigious procedures providing an alternative to court proceedings to resolve conflicts and disputes, such as Financial Arbitration Proceedings, customers may, pursuant to Act LV of 2002 on Mediation, also initiate mediation proceedings.

V.3. Claims arising from insurance policy may be enforced directly through judicial procedures without referring them to the above alternative dispute resolution forums. Judicial procedures are governed by the provisions of Act CXXX of 2016 on the Code of Civil Procedure.

## **VI. The Concept and Practice of Handling Confidential Insurance Information**

### **VI.1. Confidential Insurance Information**

'Confidential insurance information' shall comprise all of the data – other than classified information – in the possession of insurance companies, reinsurers and insurance intermediaries that pertain to the personal particulars, financial standing and business affairs of customers (including injured parties) of insurance companies, reinsurers and insurance intermediaries, and to the insurance policies that such customers have concluded with an insurance company or reinsurer.

Confidential insurance information shall, in particular, include:

- personal particulars of the insurance company's customers;
- insured properties and their value;
- sum insured;
- life, accident, illness or liability insurance policies;
- information related to medical conditions;
- the amount of the benefit paid out and its payment date;
- all material information, data and conditions related to the insurance policy, its conclusion and registration, as well as to the insurance benefits.

### **VI.2. Obligation to Keep Insurance Information Confidential**

Unless otherwise stipulated by law, the owners, managers and employees of the insurance company, and all other persons who have access to confidential information related to insurance in any way or form during their activities in insurance-related matters shall be required to maintain professional confidentiality with no limit of time whatsoever.

Confidential insurance information may only be disclosed to a third party:

- if the insurance company's customer or his/her representative grants a written exemption indicating the precise extent of the information which may be disclosed,
- if the duty of confidentiality does not apply, pursuant to the Insurance Act.
- if it comes to the knowledge of the certification body appointed by the insurance company, or its subcontracted while performing certification proceedings.

VI.2.1. The duty to retain insurance information in confidence does not apply in relation to:

- a) the Financial Supervision (HFSA) when acting in an official capacity,
- b) after an investigating is ordered, the authorities and the public prosecutor's office,
- c) the competent court or the experts appointed by the court in criminal proceedings, in civil and non-contentious proceedings, or in administrative proceedings, as well as a self-employed private bailiff acting in an enforcement action, the administrator in bankruptcy proceedings, the interim administrator in liquidation proceedings, the administrator and the insolvency administrator, the main creditor, the Family Insolvency Services, the family insolvency administrator, and the court acting in debt settlement proceedings of natural persons,
- d) the notaries public and the experts appointed by them in connection with probate cases,
- e) the tax authority in connection with tax matters where the insurance company is required by law to disclose specific information to the tax authority upon request and/or to disclose data concerning any payment made under an insurance policy that is subject to tax liability,
- f) the National Security Service when acting in an official capacity,
- g) the Hungarian Competition Authority when acting in an official capacity,

h) the Children and Youth Services acting in an official capacity,  
i) the public health authority specified in Section 108 (2) of Act CLIV of 1997 on Health Care,  
j) the agencies authorized to use secret service means and to conduct covert investigations if the conditions set forth in legislation are provided for,  
k) the reinsurer, other group entities, as well as the participating insurance companies in the case of co-insurance,  
l) with respect to data disclosed as governed in the Insurance Act, the office maintaining central insurance policy records, the official body maintaining claim history records, the Transport Administration Office in respect of administrative proceedings required for road traffic administration duties related to vehicles not registered in the national vehicle register, and the road traffic administration body,  
m) the recipient insurance company, in respect of insurance policies transferred in an insurance portfolio transfer, in accordance with the provisions of the related agreement,  
n) the body operating the Claims Security Account, and the Claims Security Fund, the National Office, the Correspondence Center, the Information Center, the Claims Organization and the claims agent, the claims representative with respect to the information required for the settlement and enforcement of compensation claims and to the transfer of such information between one another, and the party responsible for the claim if, by exercising his/her right to self-determination, he/she requires access to data of repairs of the other vehicle from a claims settlement report taken in connection with the road accident,  
o) in respect of data required for the performance of outsourced activities, the entity performing the outsourced activities, while in respect of data required for auditing, the auditor,  
p) third-country insurance companies and insurance intermediaries in respect of their branch offices, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each datum and the country in which the third-country insurance company is established has legal regulations on data protection that conform to the requirements stipulated by Hungarian law,  
q) the Parliamentary Commissioner of fundamental rights when acting in an official capacity,  
r) the Authority for Data Protection and Freedom of Information when acting in an official capacity,  
s) the insurance company with respect to information concerning a customer's individual claims history and no-claim discount classification (bonus-malus system) from the records of the previous carrier in cases set forth in the Ministerial Decree on the issuance of claim history certificates, and the classification of customers therein,  
t) the body assessing the agricultural damage or loss, the agricultural administrative office, the body responsible for the mitigation of agricultural losses, and the agricultural analysis institution overseen by the ministry headed by the Minister in charge of rural policy, if the insured claims on a subsidized agricultural insurance policy,  
u) the authorities registering liquidating organizations  
upon receipt of a written request from an agency or person referred to in points a)-j), n), s), t) and u) indicating the name of the customer or the description of the insurance policy, the type of data requested and the purpose and grounds for requesting data. The bodies or persons referred to in points p)-s) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal grounds. The duty to retain insurance information in confidence also applies to the employees of the authorities and organizations specified above.

The duty to retain insurance information in confidence shall not apply to financial institutions specified in the Act on Credit Institutions, in respect of insurance policies related to claims arising from financial services, if the financial institution sends a written request to the insurance company which specified the customer's name, or the insurance policy's reference number, the types of data requested as well as the purpose of the data request.

The duty of confidentiality is not breached if, pursuant to Act XIX of 2014 on the promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA and on the amendment of other related acts (hereinafter: FATCA Act) , data reports are submitted to the Hungarian State Tax Office in order to comply with the reporting obligation set out in Section 43/B–43/C of Act XXXVII of 2013 on the rules of international public administration cooperation related to taxes and other public duties (hereinafter: Aktv).

The duty of confidentiality is not breached if the data reports are submitted by the insurance company to the tax office in order to comply with the reporting obligation set out in Section 43/H of the Aktv as well as in Sections 43/B és 43/C of the Aktv pursuant to the FATCA Act.

VI.2.2 On the written request of the National Security Service, the Public Prosecutor's Office, and upon the approval of the State Prosecutor, the investigating authorities, the insurance company is required to promptly provide information if evidence is found substantiating that the insurance transaction may be related to



- a) drug abuse, abuse of new psychoactive substances, acts of terrorism, misuse of explosives and blasting agents, criminal misuse of firearms and ammunition, money laundering, organized crime or crime committed in participation in a criminal organization, as defined in Act IV of 1978, in force until June 30, 2013,
- b) drug trafficking, possession of drugs, incitement to the use of narcotics, or the promotion of illegal drug production, abuse of new psychoactive substances, acts of terrorism, failing to report terrorism, financing of terrorism, misuse of explosives and blasting agents, criminal misuse of firearms and ammunition, money laundering, organized crime or crime committed in participation in a criminal organization, as defined in the Criminal Code of Hungary.

The duty to retain insurance information in confidence does not apply if the insurance company is required to comply with its reporting obligation imposed by the Act on the Implementation of Financial and Asset-related Restrictive Measures ordered by the European Union.

The duty of confidentiality is not breached if the findings of a group supervision are delivered to the ultimate parent company of the financial group when a supervision is performed on a consolidated basis.

The duty of confidentiality is not breached if data is transferred within the meaning assigned to it in Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (hereinafter: Hpt).

The duty to retain insurance information in confidence shall not apply furthermore if:

- a) a Hungarian law enforcement agency – acting in response to the written request of a foreign law enforcement agency pursuant to an international agreement – request confidential insurance information from in writing
- b) an authority operating as a national financial intelligence unit – acting within its powers conferred under the Act on the Prevention and Combating of Money Laundering and Terrorist Financing or in response to the written request of a foreign financial intelligence unit – request confidential insurance information in writing.

VI.2.3 The duty of confidentiality is not breached when the insurance company transfers information to a third-country insurance company, reinsurer or a third-country data processing agency:

- a) if the customer of the insurance company (data subject) has given a prior written consent, or
- b) or – in the absence of the data subject's consent – if the data transfer is limited to the extent of information, purpose and legal basis defined in the legislation and the adequate level protection of the personal data is ensured in the third country in compliance with the provisions set out in Section 8 (2) of Act CXII of 2011 On Informational Self-determination and Freedom of Information.

When transferring confidential insurance data to another Member State, the provisions governing data transfer within the domestic territory shall be observed.

VI.2.4 The following shall not be a violation of keeping information related to insurance confidential

- a) in the event of disclosure of summarized information from which the identity of customers or the specifics of their business cannot be identified,
- b) in respect of branch offices, in the event of data transfer to the supervisory authority of the country where the registered address (head office) of the foreign-registered enterprise is located, if such transfer is in compliance with the agreement between the Hungarian and the foreign supervisory authorities,
- c) disclosure of information, other than personal data, to the minister for legislative purposes and in connection with the completion of feasibility studies,
- d) in the event of data disclosure to comply with the act on the supplementary supervision of regulated entities which belong to financial conglomerates.

The insurance company may not refuse to disclose the data specified in the foregoing on the grounds of their duty to retain insurance information in confidence.

The insurance company may not inform the data subject if data is transferred or disclosed pursuant to points b), f) and j) of Clause VI.2.1 or points a) and b) of Clause VI.2.2.

The insurance company is allowed to disclose the personal data of customers in the cases and to the bodies set out in Clauses VI.2.1 – VI.2.4 and in Clause VI.3.

VI.2.5 No information may be withheld with reference to the duty to keep insurance information confidential in respect of the reporting obligation applicable to data of public interest and data public on grounds of public interest set out in the Information Act.

### **VI.3. Processing data for the purposes of protecting the insured pool**

Please note that in order to protect the interest of the insured pool, the insurance company may request other insurance companies in respect of performing their obligations required by law or agreed in the insurance policy and under the authority of Section 149 of the Insurance Act, to disclose information to the extent specified in Section 149 (3)-(6) of the Insurance Act, which is processed by the requested insurance company for the purposes set out in Section 135 (1) of the Insurance Act, taking account of the specific features of insurance products, in order to deliver the services in compliance with the legal and contractual provisions and to prevent abuse of insurance policies. The request must include identification data for the person, property or property right specified therein, the type of information requested, and the purpose of the data request. Requesting or disclosing information in this manner shall not be a breach of the duty of confidentiality.

Within this context, our company may request

**– the following information in respect of the conclusion and performance of policies classified into the insurance classes of accident and illness insurance:**

- a) personal identification data of policyholders, insured parties and beneficiaries;
- b) medical information of prospective insured or insured persons related to the insurable risks, disclosed at the time of the respective data collection;
- c) claims history information of the persons referred to in subsection a) above, in respect of insurance policies belonging to the insurance classes specified in this paragraph;
- d) information underlying the assessment of the risks identified in relation to the insurance policy taken out from the disclosing insurance company; and
- e) information used for the determination of the legal grounds of insurance benefits claimed on the insurance policy taken out from the disclosing insurance company;

**– the following information in respect of the conclusion and performance of policies classified into the insurance classes of insurance of goods in transit (including merchandise, baggage, and all other goods), fire and natural forces, other damage to property, surety, guarantee, miscellaneous financial loss, legal expenses, and emergency assistance:**

- a) personal identification data of policyholders, insured parties, beneficiaries and the injured parties;
- b) information required for the identification of insurable or insured property or assets, claims or property rights;
- c) claims history information concerning the property, assets, claims or property rights referred to in subsection a) above;
- d) information underlying the assessment of the risks identified in relation to the insurance policy taken out from the disclosing insurance company; and
- e) information used for the determination of the legal grounds of insurance benefits claimed on the insurance policy taken out from the disclosing insurance company;

**– the following information in respect of the conclusion and performance of policies classified into the insurance classes of general liability insurance:**

- a) the personal identification data of the injured party, subject to his/her prior written consent;
- b) the personal identification data of the policyholder, the insured and the beneficiary, as well as data specified in subsections b)-e) above;
- c) subject to the prior written consent of the injured parties, the medical information of persons who file claims for personal injury or claims for restitution due to a personality infringement, disclosed at the time of the respective data collection in respect of the insured risks;
- d) information of a claimant who files a claim for property damage, as long as such information does not contain personal data pertaining to a previous insured event which occurred under any insurance classified to the insurance lines specified in this paragraph;
- e) subject to the prior approval of the injured person, information of a claimant who files a claim for personal injuries, or compensation, pertaining to a previous insured event which occurred under any insurance classified to the insurance lines specified in this paragraph.

The insurance company approached by our company is required to disclose the information requested in compliance with the applicable legislation to our company by the due date specified in the request, or failing that, within fifteen days of receipt of the request.

Our company may use the information it has been disclosed pursuant to the request for ninety days following receipt. If the information obtained by our company pursuant to the request, is required for the enforcement of the company's legitimate interests, the above defined maximum data processing period will be extended until a decision is adopted in the proceedings opened to enforce such interests.

If the information obtained by our company pursuant to the request, is required for the enforcement of the company's legitimate interests, and no proceedings to enforce such interests are opened within one year following receipt of the information, the period available for the processing of the information will be one year from receipt thereof.

Our company is required to notify the customer of the fact of any information request, the range of the information requested and its delivery, at least once during the insured period. If a customer requests information pursuant to and in the manner set out in the Act on informational self-determination and the freedom of information, and the insurance company – with regard to the above – no longer processes the requested data, the insurance company shall notify the customer of such fact.

Our company will not establish a connection between the information received pursuant to the request, and other information not related to insurable or insured interests it is provided or it manages for purposes other than the above.

Liability for the correctness and accuracy of the information disclosed pursuant to a request shall lie with the disclosing insurance company.

The Insurance Company shall process the data obtained from other insurance companies for the purpose of protecting the insured pool subject to the conditions and for the period set out in the foregoing.

## **VII. Privacy Notice on the Processing of Personal Data**

Pursuant to REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), this Privacy Notice on the Processing of Personal Data has been designed to notify You about how your personal data are processed and for what purposes.

We kindly ask you to carefully read the information below.

### **VII.1. Who will process your personal data?**

Your data will be processed on behalf of Európai Utazási Biztosító Zrt (data controller).

### **VII.2. How is your personal data processed and used?**

The insurance company processes personal data for the following purposes:

- i) to conclude, modify, keep records of, and maintain your insurance policy,
- ii) to underwrite coverage and manage insured risks,
- iii) to assess claims made on the insurance policy,
- iv) to prevent and combat the fraudulent use or abuse of insurance policies so as to protect the insurance company's business interest and the interest of the insurance pool
- v) to handle complaints
- vi) to prevent and combat money laundering and terrorism financing, to determine tax residence.

The insurance company will process personal data

- (i) to deliver its obligations arising from insurance policies,
- (ii) to establish, exercise and defend legal claims arising from the insurance policies,
- (iii) to perform statutory obligations (manage and retain accounting documents, prevent and combat money laundering and terrorism financing, determine tax residence, manage complaints)
- (iv) to manage medical data only subject to your express consent
- (v) to enforce its legitimate interest (including in particular: monitoring performance indicators, managing risks related to underwriting and claims, preventing abuse and fraudulent use).

### VII.3 What types of personal data are processed?

We only process personal data which are required for the above purposes of processing and are suitable for delivering the objective of the data processing. Depending on the type of insurance you conclude with us, the insurance company processes the following data in particular.

- general identification data of natural persons, address, gender
- other identification data (e.g.: taxpayer's ID, license plate number, telephone number, email address)
- financial data (e.g.: bank account number, information about income and savings)
- information about the insurance policy, including claims/losses notified on the policy (e.g.: data of insured property, insured location, photos, or even medical data in respect of health insurance or personal injury claims)

In certain cases, the insurance company obtains your personal data from a third party: for instance, if you take out our insurance from an insurance broker, or notify a claim or a loss through an insurance broker.

### VII.4. Who will we share your personal data with?

We entrust third party service providers (as data processors) and tied insurance agents with data processing activities, whom we may transfer your data to. You can find a current list of the data processors entrusted by us from the Privacy Notice available at [www.eub.hu](http://www.eub.hu), and you may find detailed information about the insurance company's tied insurance intermediaries at the website of the National Bank of Hungary at <http://www.mnb.hu/felugyelet/engedelyezes-es-intezmenyfelugyeles/piaci-szereplok-keresese>.

### VII.5 Why do we need to obtain your personal data?

You need to disclose some of your personal data so that we can conclude an insurance policy with you and perform our contractual obligations. With respect to insurance policies of a certain value or type, it is our statutory obligation to obtain data in order to prevent and combat money laundering and terrorism financing. Thus, if you refuse to disclose your data – particularly in the latter case – we cannot sign any contract with you. You will face the same consequence if the insurance may only be taken out after medical underwriting or based upon a needs assessment of your personal circumstances and financial conditions, but you refuse to give consent to data processing.

### VII.6. The law grants you certain rights in respect of the personal data we hold about you

- Right of access – you have the right to obtain from us confirmation as to whether or not your personal data are being processed, and, where that is the case, access to your personal data.
- Right to rectification – you have the right to obtain from the insurance company the rectification or complementation of inaccurate personal data concerning you.
- Right to erasure – you have the right to have your personal data erased where one of the following grounds applies:
  - a. the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;



- b. You withdraw consent on which the processing is based, and there is no other legal ground for the processing;
  - c. You object to data processing based on a legitimate interest of the data controller, including profiling, and there are no overriding legitimate grounds for the processing, or if personal data are processed for direct marketing purposes, and you object to processing of personal data concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing
  - d. the personal data have been unlawfully processed;
  - e. the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject;
  - f. the personal data have been collected in relation to the offer of information society services referred to in the Data Protection Regulation.
- Right to restriction of processing – you have the right to obtain from the insurance company restriction of processing where one of the following applies:
    - a. You contest the accuracy of the personal data, for a period enabling the insurance company as data controller to verify the accuracy of the personal data;
    - b. the processing is unlawful and you oppose the erasure of the personal data and requests the restriction of their use instead;
    - c. the insurance company no longer needs the personal data for the purposes of the processing, but you require them for the establishment, exercise or defence of legal claims;
    - d. You have objected to data processing pending the verification whether the legitimate grounds of the insurance company override those of your legitimate grounds.
  - Right to data portability – you have the right to receive your personal data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller.
  - Right to withdraw consent – Where processing is based on consent, you have the right to withdraw your consent at any time.

You may lodge requests and objections related to data processing on the grounds of the above rights at any time addressed to the Data Protection Officer of the insurance company using any of the contact details shown in this notice. Requests, objections and complaints are assessed by the Central Customer Relationship and Complaint Management Group with the engagement of the Data Protection Officer without undue delay and you will receive notification about the follow-up measures no later than within one month upon receipt of your submission. Both the notification and the execution of follow-up measures are free of charge for you, unless your request is manifestly unfounded or excessive.

Processing data of a deceased person shall be subject to the provisions on the processing of personal data. The rights of a deceased person in terms of data processing may be exercised by the estate or by the person named as the beneficiary in the insurance policy.

#### VII.7. Your right to object to the processing of your personal data

If the processing of your personal data is carried out for a legitimate interest, including data processing for profiling or direct marketing purposes, you have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning you.

#### VII.8. How long will we store your personal data?

a) If your personal data is processed for purposes of performing obligations under the insurance policy: Your data will be processed during the period of the insurance coverage and as long as any claim may be enforced in connection with the coverage. The insurance company is entitled to process personal data relating to any frustrated insurance policy as long as any claim can be enforced in connection with the frustration of the policy.

- b) if data is processed on grounds of establishing, exercising and defending legal claims arising from insurance policies:

For as long as judicial redress may be applied for in respect of the particular legal claim.

- c) processing is necessary for compliance with a legal obligation:

For as long as data processing is required by law. For instance, accounting documents are required to be retained for 9 years, while data processed for the purposes of preventing and combating money laundering and terrorism financing must be retained for 8 years by the data controller.

- d) if data processing is based on consent, until such consent is withdrawn
- e) if data processing is carried out for a legitimate interest, for as long as the underlying conditions exist.

#### VII.9. Who may you contact with a complaint?

If you fail to resolve an objection, complaint or request concerning the processing of your personal data with the insurance company to your satisfaction, or you believe that the processing of your personal data infringes the provisions of the Data Protection Regulation, you are entitled to lodge a complaint with the National Authority for Data Protection and Freedom of Information.

#### National Authority for Data Protection and Freedom of Information – Contact Information

Registered seat: H-1125 Budapest, Szilágyi Erzsébet fasor 22/c.

Mailing Address: 1530 Budapest, PO Box. 5

Telephone: 06 1 391 1400

Telefax: 06 1 391 1410

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Website: [naih.hu](http://naih.hu)

You are entitled to file a lawsuit in case the infringement of your personal data. The lawsuit can be brought to the court that is competent in your residence or habitual residence.

#### VIII. Refund of Value Added Tax

Please be advised that in the context of its obligation arising from insurance policies, the insurance company can only reimburse the value-added tax (VAT) imposed on the price of services required for restoring the conditions which existed before the occurrence of the loss or damage or for eliminating the effects of the loss or damage suffered, subject to VAT (purchase costs of materials, repair and restoration costs), where the amount of VAT is shown on the invoice, or where the amount of VAT can be calculated on the basis of the invoice, provided that the beneficiary is not refunded the VAT from general government budgets under the regulations to which it is subject.

#### IX. Method of Premium Payment

The parties to the insurance policy may agree on any of the following methods of payment for settling the insurance premium:

- cash – the policyholder is obliged to pay the insurance premium in cash at the time of concluding the insurance policy to the representative acting on behalf of the insurance company,
- online payment by bank card – the policyholder is obliged to pay the insurance premium by a bank card suitable for performing online payment through the insurance company's online insurance application system at the time of concluding the insurance policy.

The insurance policy may set forth provisions which may derogate from the above.

#### X. Insurance Intermediary

Insurance policies may be sold by tied or independent insurance intermediaries, or ancillary insurance.

Tied insurance intermediaries (agents) are engaged in selling insurance products under contracts they conclude with the insurance company. Independent insurance intermediaries may be multiple agents who are contracted with several insurance companies at the same time, and sell competitive products of such insurers. Any loss or damage caused by the activities of tied insurance intermediaries shall be the liability of the insurance company, and the insurance company is obliged to pay the restitution incurred.

Independent insurance intermediaries may also be brokers who act in representation of the customer, and sell competitive products of such insurers.

Any loss or damage caused by violation of the rules of professional conduct by independent insurance intermediaries or their negligence in complying with such rules, shall be their sole liability. This liability shall apply to all persons acting in the name of (on behalf of) the independent insurance intermediary.

Independent insurance intermediaries are not authorized to receive insurance premiums on behalf of the insurance company.

**A tied (exclusive) agent acting on behalf of the insurance company may receive insurance premiums only in exchange for a certificate of receipt (hereinafter: receipt), in the maximum amount of HUF 250,000. Tied agents are not authorized to receive insurance premiums in excess of the above limit.**

Neither tied insurance agents nor independent insurance intermediaries are authorized to receive any amounts payable to the customer by the insurance company.

Person engaged in insurance mediation activities as an ancillary activity shall mean a natural or legal person – differing from credit institution or investment firm as defined in Article 4. (1) 1. and 2. points of Regulation (EU) No 575/2013 of the European Parliament and of the Council – who carries on insurance mediation activities as an ancillary activity remunerated, with the liability of the principal insurer, broker or multiple agent, and in a supplementary way related to the principal professional activity if all conditions below are met:

- a) the person's principal professional activity is not the insurance brokerage;
- b) the mediated insurance product is complementary to the product or service supplied by provider;
- c) the mediated insurance product does not cover any life or liability risks, except such life or liability risk cover completes the product or service provided as a principal professional activity by the person;
- d) does not collect beforehand premiums or amounts from the insurer intended for the client.

When distributing insurance products, the ancillary insurance intermediaries acting on behalf of the insurance company are entitled to receive no more than HUF 250 000 of premium or advance premium from the customer, provided that the customer cannot settle the payment with wire transfer. The ancillary insurance intermediary cannot sign a contract on behalf of the insurance company.

Natural persons employed by the insurance company who do not qualify as insurance intermediaries within the meaning of Section 4 (1) 15 a) of the Insurance Act but sell insurance directly for the insurance company are provided performance related remuneration. This information also applies to cases when the customer of the insurance company makes a subsequent payment, other than regular, scheduled premium payments, after taking out an insurance policy.

## **XI. Formal Requirements for and Conditions of Legal Efficacy of Legal Statements (Notifications, Reporting)**

XI.1. The parties to insurance policies are required to serve their legal statements in the form and manner provided for herein, and their legal statements shall only be valid if made in any of the following forms:

- the legal statement is signed and sent to the address of the insurance company in a postal mail,
- the legal statement is signed and faxed to the fax number indicated and disclosed by the insurance company,
- the legal statement is signed, scanned and sent as an email attachment to the email address indicated and disclosed by the insurance company,
- the legal statement is sent to the email address indicated and disclosed by the insurance company, provided that the person making the statement has given prior consent to electronic communication, and the statement is sent to the insurance company from the email address indicated in such consent,
- the signed legal statement is delivered at the customer service center of the insurance company in person or by a third person,
- the legal statement is made at the telephone number indicated and disclosed by the insurance company,

– the legal statement is made in the insurance company’s online insurance application and claims notification system where it is registered and archived by the insurance company.

The insurance company may stipulate different declaration requirements for certain types of policies and legal statements, which shall be set out in the general terms and conditions or special conditions applicable to the insurance policy, or in the agreement specially made by and between the parties in this particular subject.

The provisions on the **manner and deadline of filing insurance claims** are set forth in the policy conditions applicable to the particular insurance policy.

XI.2. The insurance company and Europ Assistance undertake to maintain communication with the Insured or the person acting on behalf of the Insured in Hungarian or in English. In the case of disputes, statements made in Hungarian shall prevail.

XI.3. Documents sent by the insurance company by post shall be considered served on the 5<sup>th</sup> day after dispatch even if the mail is returned from the delivery address – as registered by the insurance company – with an endorsement ‘Addressee no longer at address’ or ‘Mail unclaimed’.

Documents sent by the insurance company in a registered postal mail requesting return receipt shall be considered served

- if the mail is refused by the recipient, on the day of the refusal,
- if the mail is received by the recipient or a legal representative, on the day when they confirm receipt with their signature.

Documents sent by the insurance company electronically shall be considered served on the day when they are sent.

## **XII. Miscellaneous Provisions**

**XII.1. Under the insurance policy, the parties will not be bound by any prior business dealings or by any practice they have established between themselves. Furthermore, the parties shall not be bound by any practice considered generally applicable and widely known in the insurance industry by parties to similar policies.**

**XII.2. The agreement of the parties will include all conditions of the insurance policy, while all earlier agreements made by the parties and not set out in the written contract shall be null and void.**

**XII.3. The insurance company shall only conclude the insurance policy if the policyholders is not subject to**

- any sanction, prohibition or restriction under United Nations resolutions; or
- any trade or economic sanctions, or other statutory penalties under the laws or regulations of the European Union or the United States of America, including in particular the EU System of Financial Penalties and the Consolidated Sanctions List of the US Department of Treasury’s Office of Foreign Asset Control (‘OFAC’).

**No insured, beneficiary or other recipient of insurance benefits or proceeds (hereinafter jointly referred to as: recipient of payment) may be validly designated in the insurance policy if such person is subject to the sanctions, prohibitions or restrictions referred to above.**

**The insurance policy, or the respective sections, will be terminated if the policyholder or the recipient of payment had been subject to the above sanctions, prohibitions or restrictions prior to the conclusion of the insurance policy. In that case the insurance policy will be terminated as of the date when such sanctions, prohibitions or restrictions took effect.**

**The insurance company shall not be liable to pay any claim or provide any benefit to recipients of payment who are subject to such sanctions, prohibitions or restrictions.**

**XII.4. The insurance company sells its insurance products without advise.**

**XII.5.** Please note that if you purchase an insurance product in a package or under a single agreement as an add-on to a product or service which is not insurance, the seller or service provider is obligated to inform you how the product or service may be purchased without the insurance.

### **XIII. Governing Law**

Unless otherwise agreed by the parties or provided for in legal regulations, the insurance policy, the preliminary obligations for cooperation and information provision, as well as all claims arising under the insurance policy shall be governed by Hungarian law.

### **XIV. Provisions of the Customer Information which Substantially Differ from the Provisions of the Hungarian Civil Code**

- A. By way of derogation from Section 6:63 of the Civil Code, under the insurance policy, the parties will not be bound by any prior business dealings or by any practice they have established between themselves. Furthermore, the parties shall not be bound by any practice considered generally applicable and widely known in the insurance industry by parties to similar policies.

### **XV.4. Additional Information Concerning Insurance Contracts Concluded within the Framework of Distance Marketing**

XV.1. Please be advised that if the insurance contract we wish to conclude is concluded by and between the Insurance Company and You, as a consumer within the framework of organized distance selling in a manner that the contract is negotiated only by means of distance communication, then the contract is also subject to the provisions of Act XXV of 2005 on the Distance Marketing of Consumer Financial Services (hereinafter: DM Act). Means of distance communication shall mean any such means which do not require the simultaneous physical presence of the parties to the contract for making a proposal to conclude a contract.

XV.2. This Customer Information and the current version of the Policy Conditions specify all the information the insurance company is obliged to furnish under the DM Act. In this context and particularly with respect to distance marketing, please be advised that our Insurance Company charges you no additional costs for the use of its means of distance communication, namely the IT application developed for taking out policies via the online interface or by mobile phone.

XV.3. Please note that upon receipt of your electronic proposal the insurance company will promptly but no later than within forty-eight (48) hours send an acknowledgment of receipt to the email address you specified. Failing that, you will be released from your commitment under the proposal.

XV.4. Please be advised that if your contract is concluded online, the specifics of the contract shall be recorded and may be retrieved during the whole term of the contract, and for period in which any claim arising from the contract may be enforced but for at least five (5) years after the termination of the contract.

XV.5. Please note that your consumer rights entitle you to withdraw within fourteen (14) days upon your receipt of the policy which certifies the conclusion of the insurance, with immediate effect and without having to give reasons. You may send a notice of withdrawal to the mailing address of the insurance company (H-1132 Budapest, Váci út 36-38) or to its fax number (36-1-452-3312). Pursuant to Section 6 (9) (b) and (c) of the DM Act, your right of withdrawal or cancellation does not apply after the conclusion of a contract if the period of the travel insurance contract you wished to take out from the insurance company does not exceed one month, or after the performance of the contract by both parties if the Policyholder has expressly requested the performance of a contract. This legal provision shall be without prejudice to the provisions on premium refund set forth in the terms and conditions of the contract. Before the expiry of the withdrawal period, the performance of the contract (risk coverage) may only be commenced if you expressly request it.



XV.6. If you have approved pursuant to the above that insurance coverage be commenced before the expiry of the withdrawal period and the insurance policy is validly concluded, but subsequently - within such 14-day deadline - you terminate the insurance policy, the Insurance Company shall be entitled to charge a proportionate consideration for insurance coverage in respect of the period between the submission of the application and the date of termination.

XV.7. In the event of exercising the right of termination, the Insurance Company shall be obligated to refund the amount of money due for you within 30 days of receiving the notice of termination, at the latest.

XV.8. Please be advised that when an insurance contract is concluded the Insurance Company shall issue an insurance policy and on the first workday after receipt of the insurance premium send it, accompanied by the Customer Information and the applicable insurance terms and condition, in an electronic mail with an advanced electronic signature to the email address you specified. You are kindly reminded that any change of your email address shall be reported to the Insurance Company within five (5) workdays of such change.

XV.9. A confirmation of coverage issued with advanced electronic signature shall be regarded as a statement made in writing.

XV.10. In order to verify the authenticity of electronic mails, you shall have Adobe Acrobat Reader version 7.0 or higher, which you may download from the Internet ([www.adobe.com](http://www.adobe.com)) free of charge. In case of taking out a policy by mobile phone, the IT application developed by the Insurance Company ensures equivalent authentication control.

XV.11. Please be advised that you may request the Insurance Company to make the insurance terms and conditions available to you in a printed form at any time within the insurance period.

XV.12. Please note that the Customer Information, which contains the key particulars of the Insurance Company as well as all other information which is required by law to be furnished, and the applicable policy conditions are made permanently and conveniently available to you in an electronic way on the website at [www.eub.hu](http://www.eub.hu).

#### XVI. Rules Applicable to Electronic Contracts

XVI.1. An insurance policy is concluded electronically if the policyholder completes and submits the insurance application by electronic means on an electronic sales platform operated by the insurance company. Electronic sales platforms shall include, in particular, the [eub.hu](http://eub.hu) website, and – if the insurance application is made with the involvement of an insurance intermediary – the „Compline Utasbiztosítási Rendszer” (Compline Travel Insurance System).

XVI.2. To apply for insurance coverage and to conclude an insurance policy, the policyholder must first enter the data required on the electronic sales platform and then send the insurance application to the insurance company via the electronic sales platform. The data entered on the electronic sales platform may only be modified before the insurance application is sent. The steps of applying for insurance coverage (taking out insurance) – which may be different for different insurance products – are described on the electronic sales platforms.

XVI.3. The terms and conditions of the insurance policy (policy conditions) are always made available to the policyholder by the insurance company before the insurance application is submitted. The policyholder must declare that he/she has read, understood and agreed to the policy terms and conditions before he/she can submit an insurance application.

XVI.4. The insurance company sends a confirmation email to the policyholder when the insurance application is received. If the insurance company accepts the insurance application, it delivers to the policyholder a certificate of coverage with an advanced electronic signature and a time stamp.

The insurance policy is concluded in Hungarian and it is considered a written contract. Detailed provisions on the conclusion and inception of the insurance policy are set out in the applicable policy conditions.

XVI.5. The insurance company enters the insurance policy into its records. The policyholder may view the details of the insurance policy and may request their modification at the insurance company's customer service office.

Looking forward to a successful cooperation:  
Márk Lengyel, Zsuzsanna Csoknyainé Balázs

Effective from: 13<sup>th</sup> of May, 2019